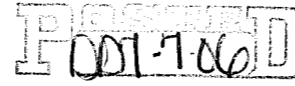




7037 Old Madison Pike
Suite 400
Huntsville, AL 35806



July 5, 2006

Via Overnight Delivery

Mr. Charles Terreni, Chief Clerk and Administrator
South Carolina Public Service Commission
Synergy Business Park
101 Executive Center Drive
Columbia, South Carolina 29210

1996-314-C

RECEIVED
JUL 7 AM 8:58
SC PUBLIC
UTILITY
COMMISSION

Re: Long Distance Tariff Revision
ITC^DeltaCom Communications, Inc. changing name to DeltaCom, Inc.
Transmittal No. 1

Dear Mr. Terreni:

In accordance with Order No. 2006-309, enclosed for filing with the Commission are an original and four (4) copies of a replacement tariff. The new DeltaCom, Inc. Long Distance South Carolina P.S.C. Tariff No. 2A replaces in its entirety the ITC^DeltaCom Communications, Inc. d/b/a ITC^DeltaCom's Long Distance South Carolina P.S.C. Tariff No.2. The new tariff bears an issue date of July 6, 2006 with an effective date of July 14, 2006. No rates have been affected by this replacement.

Attached is a copy of the changes that have been made in this tariff and a cross reference between DeltaCom, Inc. Long Distance South Carolina P.S.C. Tariff No. 2A and ITC^DeltaCom Communications, Inc. d/b/a ITC^DeltaCom's Long Distance South Carolina P.S.C. Tariff No.2.

Please acknowledge receipt of this filing by date-stamping the enclosed cover letter labeled "return receipt" and returning it to me in the enclosed self-addressed, stamped envelope provided for that purpose.

Should you have any questions regarding this filing, please contact me at 256-382-7090 or Traci.Tidmore@deltacom.com. Thank you for your assistance in this matter.

Sincerely,

Traci Tidmore
Regulatory Manager

Enclosures

CC: Office of Regulatory Staff

Description of Changes – Page 1

Section	Page No.	Description of Change
Title Sheet	Title	Revised description of tariff
Check Sheets	1	Took all pages to Original
Table of Contents	4	Revised to include subsections and associated pages
List of Concurring, Connecting, and Other Participating Carriers:		DELETED – This language is more applicable to an ILEC.
Symbols	9	No Change
Tariff Format	10	Removed extraneous language from Check Sheets description.
SECTION 1 – TECHNICAL TERMS AND ABBREVIATIONS		
Authorized User	11	Added definition
Commission	11	Added definition
Day	11	Added definition
Effective Date	11	Added definition
Evening	11	Added definition
Facilities	12	Added definition
Holidays	12	Added definition
Individual Case Basis		Removed from definitions. ICB is defined in Section 2
InterLATA	12	Added definition
IntraLATA	12	Added definition
Intrastate	12	Added definition
Itemized Billing	12	Added definition
Management Report	12	Added definition
Mileage	12	Added definition
Night/Weekend	12	Added definition
Subscriber	13	Added clarifying language
Telecommunications Services	13	Added clarifying language

Description of Changes – Page 2

SECTION 2 - GENERAL REGULATIONS		
Section	Page No.	Description of Change
2.1 – Undertaking of ITC^DeltaCom	14	Information Modified
2.2 – Use of Service	15	Previoulsy 2.9,
2.2.1		New section – added with this filing.
2.2.2		New section – added with this filing.
2.2.3		New section – added with this filing.
2.3 – Facilities Used in Provision of Service	16	Added with this filing
2.3.1		
2.3.2		
2.3.3		
2.3.4		
2.3.5		
2.3.6		
2.3.7		
2.3.8		
2.4 – Unauthorized Use	17	Added with this filing.
2.5 – Limitations	18	Previously 2.2 and 2.3
2.5.1		
2.5.2		New with this filing
2.5.3		New with this filing
2.5.4		New with this filing
2.5.5		
2.6 – Indemnification	20	Previously 2.2 and 2.3
2.6.1		
2.6.2		
2.6.3		
2.6.4		
2.6.5		
2.6.6		
2.7 – Validation of Credit	22	Previously 2.16

Description of Changes – Page 3

Section	Page No.	Description of Change
2.8 – Payment Arrangements	23	Previously 2.8 and 2.12
2.9 – Deposits/Advance Payments	27	Previously 2.6
2.10 – Service Changes	28	New Section added with this filing
2.11 – Interruption of Service	29	Previously 2.4
2.12 – Annual Usage Commitment Level	30	Previously 2.17
2.13 – Agreement for Service	30	New Section added with this filing
2.14 – Refusal of Service	31	New Section added with this filing
2.15 – Cancellation of Service	32	Previously 2.10, 2.11, and 2.18
2.16 – Specific Regulations for Toll Free Services	42	Previously 2.14
2.17 – Restoration of Service	46	Previously 2.5
2.18 – Force Majeure	46	New Section added with this filing
2.19 – Disconnection of Existing Service(s) and Vendor Change(s)	46	New Section added with this filing
2.20 – Assignments	47	New section, information previously located in 2.2
2.21 – Special Service	47	New Section added with this filing
2.22 – ICB Arrangements	47	Previously 2.15
2.23 – Modification	48	New Section added with this filing
2.24 – Taxes	48	Previously 2.7
2.25 – Other Charges	48	Previously 2.7.1
2.26 – Payphone Surcharge	48	Previously A76
2.27– Designation of Company Contact	49	New Section added with this filing
2.28– Returned Check Charge	49	Previously 2.8.9
SECTION 3 – DESCRIPTION OF SERVICE		
3.1 – General	50	New Section added with this filing, Moved Minimum Timing of Calls, 3.1.3 to this section
3.2 – Timing of Calls	50	Previously 3.1.1
3.3 – Calculation of Distance	52	Previously 3.1.2
3.4 – Unison Option A	53	Previously 3.2.2 ITC^DeltaCom Unison
3.5 – Unison Select Dedicated Option 1	53	Previously 3.2.6
3.6 – Unison Select Dedicated Option 2	54	Previously 3.2.7

Description of Changes – Page 4

Section	Page No.	Description of Change
3.7 – Unison Select Dedicated Option 3	54	Previously 3.2.8
3.8 – Unison Select Switched Option 4	55	Previously 3.2.9
3.9 – Unison Select Switched Option 5	55	Previously 3.2.10
3.10 – Quest Option A	56	Previously 3.21 Quest
3.11 – Delta Private Line Service	57	Previously 3.3
3.12 – Operator Services	58	Previously 3.3
3.13 – Aspect Option D	59	Previously 3.19
3.14 – Special Offerings	60	City of Greenville Special Offering Previously 3.5
3.15 – Inbound 800 Service Features	60	Previously 3.11.7 and 3.11.10
3.16 – Enhanced Toll Free Services	61	Previously 3.30
3.17 – Directory Assistance Services	65	Previously 3.15
3.18 – Patron	66	Previously 3.4.1
3.19 – Frame Relay	66	Previously 3.13
3.20 – Frame Relay with NNI Interface	67	Previously 3.14
3.21 – ISDN	67	Previously 3.22
3.22 – ITC^DeltaCom Business Connections Switched Option 1	68	Previously 3.23
3.23 – ITC^DeltaCom Business Connections Switched Option 2	69	Previously 3.24
3.24 – ITC^DeltaCom Business Connections Switched Option 3	69	Previously 3.25
3.25 – ITC^DeltaCom Business Connections Dedicated 4	70	Previously 3.26
3.26 – ITC^DeltaCom Business Connections Dedicated Option 5	70	Previously 3.27
3.27 – ITC^DeltaCom Business Connections Dedicated Option 6	71	Previously 3.28
3.28 – ITC^DeltaCom Business Connections Dedicated Option 7	71	Previously 3.29

Description of Changes – Page 5

Section	Page No.	Description of Change
3.29 – ITC^DeltaCom EnterpriseLD Switched Option 1	72	Previously 3.32
3.30 – ITC^DeltaCom EnterpriseLD Switched Option 2	72	Previously 3.33
3.31 – ITC^DeltaCom Enterprise LD Dedicated Option 3	73	Previously 3.34
3.32 – ITC^DeltaCom EnterpriseLD Dedicated Option 4	73	Previously 3.35
3.33 – ITC^DeltaCom EnterpriseLD Dedicated Option 5	74	Previously 3.36
3.34 – Employee Discount Program	74	Previously 3.38
3.35 – ITC^DeltaCom HorizonLD Switched Option 1	75	Previously 3.39
3.36 – ITC^DeltaCom HorizonLD Switched Option 2	75	Previously 3.40
3.37 – ITC^DeltaCom HorizonLD Dedicated Option 3	76	Previously 3.41
3.38 – ITC^DeltaCom HorizonLD Dedicated Option 4	76	Previously 3.42
3.39 – ITC^DeltaCom HorizonLD Dedicated Option 5	77	Previously 3.43
3.40 – 100 FreeLD	78	Previously 3.44
3.41 – Associations Program	78	Previously 3.45
3.42 – T LD Plan	79	Previously 3.46
3.43 – S100 LD Plan	80	Previously 3.47
3.44 – EZ LD Long Distance	81	Previously 3.48 (Switched) and 3.49 (Dedicated)
3.45 – SimpliVoice Unlimited Long Distance	85	Previously 3.50
3.46 – SimpliVoice LD	87	Previously 3.51
3.47 – T_5000 LD Plan	89	Previously 3.52

Description of Changes – Page 6

Section	Page No.	Description of Change
SECTION 4 – RATES AND CHARGES		
4.1 – Unison Option A	90	Previously A16 and A18 ITC^DeltaCom Unison Switched
4.2 – Unison Select Dedicated Option 1	91	Previously A24
4.3 – Unison Select Dedicated Option 2	91	Previously A25
4.4 – Unison Select Dedicated Option 3	92	Previously A26
4.5 – Unison Select Option 4	93	Previously A27
4.6 – Unison Select Option 5	94	Previously A29
4.7 – Quest Option A	95	Previously A41
4.8 – Delta Private Line	96	Previously A2
4.9 – Operator Services	97	Previously A4
4.10 – Aspect Option D	99	Previously A36
4.11 – Special Offerings	100	Previously A45
4.12 – Inbound 800 Service Features	100	Previously A.10.7 and A.10.14
4.13 – Enhanced Toll Free Services	101	Previously A56
4.14 – Directory Assistance Services	102	Previously A.11
4.15 – Patron	103	Previously A31 and A32
4.16 – Dedicated Frame Relay Service II	104	Previously A13
4.17 – Frame Relay with NN1 Interface II	105	Previously A14 - ITC^DeltaCom Frame Relay Service with NNI Interface
4.18 – ISDN	106	Previously A44
4.19 – Idle T1 Charge	106	Previously A75
4.20 – ITC^DeltaCom Business Connections Option 1	107	Previously A46
4.21 – ITC^DeltaCom Business Connections Option 2	108	Previously A48
4.22 – ITC^DeltaCom Business Connections Option 3	109	Previously A50
4.23 – ITC^DeltaCom Business Connections Option 4	110	Previously 4.52
4.24 – ITC^DeltaCom Business Connections Option 5	110	Previously 4.53

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Section	Page No.	Description of Change
4.25 – ITC^DeltaCom Business Connections Option 6	111	Previously 4.54
4.26 – ITC^DeltaCom Business Connections Option 7	111	Previously 4.55
4.27 – ITC^DeltaCom EnterpriseLD Switched Option 1	112	Previously A58
4.28 – ITC^DeltaCom EnterpriseLD Switched Option 2	113	Previously A60
4.29 – ITC^DeltaCom EnterpriseLD Dedicated Option 3	114	Previously A62
4.30 – ITC^DeltaCom EnterpriseLD Dedicated Option 4	114	Previously A63
4.31 – ITC^DeltaCom EnterpriseLD Dedicated Option 5	114	Previously A64
4.32 – ITC^DeltaCom HorizonLD Switched Option 1	115	Previously A65
4.33 – ITC^DeltaCom HorizonLD Switched Option 2	116	Previously A67
4.34 – ITC^DeltaCom HorizonLD Dedicated Option 3	117	Previously A69
4.35 – ITC^DeltaCom HorizonLD Dedicated Option 4	117	Previously A70
4.36 – ITC^DeltaCom HorizonLD Dedicated Option 5	117	Previously A71
4.37 – 100Free LD	118	Previously A72
4.38 – T LD Plan	119	Previously A73
4.39 – S100 LD Plan	119	Previously A74
4.40 – EZ LD Long Distance	120	Previously A77 and A78
4.41 – SimpliVoice Unlimited Long Distance	121	Previously A79
4.42 – SimpliVoice LD	121	Previously A80
4.43 – T_5000 LD Plan	122	Previously A81

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SECTION 5 – GRANDFATHERED SERVICES		
5.1 – ITC^DeltaCom Unison Option A for Associations	123	Previously 3.2.3 and A17 and A19
5.2 – ITC^DeltaCom Unison Plus	125	Previously 3.2.4 and A20 and A22
5.3 – ITC^DeltaCom Unison Plus for Associations	127	Previously 3.2.5 and A21 and A23
5.4 – ITC^DeltaCom Unison Select Switched Option 4 for Associations	129	Previously 3.2.10 and A28
5.5 - DeltaCom Unison Select Switched Option 5 for Associations	131	Previously 3.2.10 and A30
5.6 – Premier Advantage	133	Previously 3.18.1 and A39
5.7 – Premier Advantage for Associations	136	Previously 3.18.2 and A40
5.8 – Pinnacle	139	Previously 3.17 and A33
5.9 – Pinnacle for Associations	141	Previously 3.18 and A34
5.10 – Aspect Options C	143	Previously 3.18.3 and A35
5.11 – Aspect Option D for Associations	144	Previously 3.20 and A37
5.12 – Destiny	146	Previously 3.6 Destiny Classic and A3 – A5 Destiny Classic
5.13 – Destiny Classic with Off-Peak	155	Previously 3.12 and A6 –A7
5.14 – Inbound 800 Service Features	162	Previously 3.11 and A10
5.15 – Select 100	169	Previously 3.31 and A57
5.16 – ITC^DeltaCom Business Connections Switched Option 1 for Associations	170	Previously A47
5.17 – ITC^DeltaCom Business Connections Switched Option 2 for Associations	172	Previously A49
5.18 – ITC^DeltaCom Business Connections Switched Option 3 for Associations	174	Previously A51
5.19 – ITC^DeltaCom EnterpriseLD Option 1 for Associations	176	Previously A59
5.20 – ITC^DeltaCom EnterpriseLD Option 2 for Associations	178	Previously A61
5.25 – ITC^DeltaCom HorizonLD Switched Option 1 for Associations	180	Previously A66
5.26 – ITC^DeltaCom HorizonLD Switched Option 2 for Associations	182	Previously A68
SECTION 6 – PROMOTIONS AND OTHER OFFERINGS		
6.1 – Promotional Rates	184	New Section added with this filing, information was previously located in 2.13
6.2 – Discounts	185	New Section added with this filing

Description of Changes – Page 9

Section	Description of Change
REMOVED SECTIONS	
Customer’s Responsibility	Previously 2.12, information in this section has been moved to applicable regulations in Section 2
Travel Card	Previously 3.2 and A1
Premier Hospitality	Previously 3.2.1 and A43
Equal Access	Previously 3.4 and A3
Destiny Classic Special	Previously 3.7
Responsible Organization	Previously 3.10 and A9 Note: information now located in definitions
Delta-Net	Previously 3.12
Reserved for Future Use	Previously 3.16
Aspect Option E	Previously 3.20.1 and A38
Free Month Offering	Previously 3.37
SC PSC Tariff No. 2 Section 4 has been deleted	Information from SC PSC Tariff No. 2 Appendix A will be moved to SC PSC Tariff No. 2A Section 4
Reserved for Future Use	Previously A8
DeltaCom Dedicated Frame Relay Service I	Previously A12
DeltaCom Frame Relay with NNI Interface	Previously A14
Reserved for Future Use	Previously A15
Aspect Option E	Previously A38
Quest Option A for Associates	Previously A42

TITLE SHEET

TELECOMMUNICATIONS TARIFF

This tariff contains the descriptions, regulations, and rates applicable to the furnishing of service and facilities for telecommunications services provided by **DeltaCom, Inc.**, with principal offices at 7037 Old Madison Pike, Huntsville, Alabama 35806. This tariff is on file with the South Carolina Public Service Commission, and copies may be inspected, during normal business hours, at the Company's principal place of business.

THIS TARIFF REPLACES ITC^DELTA COM’S P.S.C. TARIFF 2 IN ITS ENTIRETY.

CHECK SHEET

Sheets of this tariff are effective as of the date shown at the bottom of the respective sheet(s). Original and revised sheets as named below comprise all changes from the original tariff and are currently in effect as of the date on the bottom of this Sheet.

Sheet	Revision		Sheet	Revision		Sheet	Revision	
Title	Original	*	24	Original	*	48	Original	*
1	Original	*	25	Original	*	49	Original	*
2	Original	*	26	Original	*	50	Original	*
3	Original	*	27	Original	*	51	Original	*
4	Original	*	28	Original	*	52	Original	*
5	Original	*	29	Original	*	53	Original	*
6	Original	*	30	Original	*	54	Original	*
7	Original	*	31	Original	*	55	Original	*
8	Original	*	32	Original	*	56	Original	*
9	Original	*	33	Original	*	57	Original	*
10	Original	*	34	Original	*	58	Original	*
11	Original	*	35	Original	*	59	Original	*
12	Original	*	36	Original	*	60	Original	*
13	Original	*	37	Original	*	61	Original	*
14	Original	*	38	Original	*	62	Original	*
15	Original	*	39	Original	*	63	Original	*
16	Original	*	40	Original	*	64	Original	*
17	Original	*	41	Original	*	65	Original	*
18	Original	*	42	Original	*	66	Original	*
19	Original	*	43	Original	*	67	Original	*
20	Original	*	44	Original	*	68	Original	*
21	Original	*	45	Original	*	69	Original	*
22	Original	*	46	Original	*	70	Original	*
23	Original	*	47	Original	*	71	Original	*

Issued: July 6, 2006

Effective: July 14, 2006

Issued By: Senior Manager, Regulatory Affairs
DeltaCom, Inc.
7037 Old Madison Pike
Huntsville, Alabama 35806

CHECK SHEET, (CONT'D.)

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72	Original	*	94	Original	*	116	Original	*
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74	Original	*	96	Original	*	118	Original	*
75	Original	*	97	Original	*	119	Original	*
76	Original	*	98	Original	*	120	Original	*
77	Original	*	99	Original	*	121	Original	*
78	Original	*	100	Original	*	122	Original	*
79	Original	*	101	Original	*	123	Original	*
80	Original	*	102	Original	*	124	Original	*
81	Original	*	103	Original	*	125	Original	*
82	Original	*	104	Original	*	126	Original	*
83	Original	*	105	Original	*	127	Original	*
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85	Original	*	107	Original	*	129	Original	*
86	Original	*	108	Original	*	130	Original	*
87	Original	*	109	Original	*	131	Original	*
88	Original	*	110	Original	*	132	Original	*
89	Original	*	111	Original	*	133	Original	*
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91	Original	*	113	Original	*	135	Original	*
92	Original	*	114	Original	*	136	Original	*
93	Original	*	115	Original	*	137	Original	*

Issued: July 6, 2006

Effective: July 14, 2006

Issued By:

Senior Manager, Regulatory Affairs
DeltaCom, Inc.
7037 Old Madison Pike
Huntsville, Alabama 35806

CHECK SHEET, (CONT'D.)

Sheet	Revision		Sheet	Revision		Sheet	Revision	
138	Original	*	160	Original	*	182	Original	*
139	Original	*	161	Original	*	183	Original	*
140	Original	*	162	Original	*	184	Original	*
141	Original	*	163	Original	*	185	Original	*
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145	Original	*	167	Original	*			
146	Original	*	168	Original	*			
147	Original	*	169	Original	*			
148	Original	*	170	Original	*			
149	Original	*	171	Original	*			
150	Original	*	172	Original	*			
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152	Original	*	174	Original	*			
153	Original	*	175	Original	*			
154	Original	*	176	Original	*			
155	Original	*	177	Original	*			
156	Original	*	178	Original	*			
157	Original	*	179	Original	*			
158	Original	*	180	Original	*			
159	Original	*	181	Original	*			

Issued: July 6, 2006

Effective: July 14, 2006

Issued By: Senior Manager, Regulatory Affairs
DeltaCom, Inc.
7037 Old Madison Pike
Huntsville, Alabama 35806

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SYMBOLS

The following are the only symbols used for the purposes indicated below:

- D** - Delete or Discontinue
- C**- To signify changed regulation
- I** - Change Resulting In An Increase to A Customer's Bill
- M** - Moved From Another Tariff Location
- N** - New
- R** - Change Resulting In A Reduction to A Customer's Bill
- S** - To signify reissued matter
- T** - Change In Text or Regulation But No Change In Rate or Charge

Issued By:

Senior Manager, Regulatory Affairs
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TARIFF FORMAT

- A.

Sheet Numbering - Sheet numbers appear in the upper right corner of the Sheet. Sheets are numbered sequentially. However, new sheets are occasionally added to the tariff. When a new sheet is added between sheets already in effect, a decimal is added. For example, a new sheet added between sheets 14 and 15 would be 14.1.
- B.

Sheet Revision Numbers - Revision numbers also appear in upper right corner of each Sheet. These numbers are used to determine the most current sheet version on file. For example, the 4th revised Sheet 14 cancels the 3rd revised Sheet 14. Consult the Check Sheet for the sheet currently in effect.
- C.

Paragraph Numbering Sequence – There are multiple levels of paragraph coding. Each level of coding is subservient to its next higher level:

2.

2.1

2.1.1
- D.

Check Sheets - When a tariff filing is made with the South Carolina P.S.C., an updated check sheet accompanies the tariff filing. The check sheet lists the sheets contained in the tariff, with a cross reference to the current revision number. When new Sheets are added, the check sheet is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (*).

SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS

Access Line: An arrangement that connects the customer's location to an DeltaCom, Inc. network switching center.

Authorization Code or Identification Code: A numerical code, one or more of which are available to a customer to enable him to access the carrier, and which are used by the carrier both to prevent unauthorized access to its facilities and to identify the customer for billing purposes.

Authorized User: A person, firm, corporation or other legal entity that is authorized by the Customer to utilize or be connected to the service of the Customer. An authorized user is other than an employee, officer or director of Customer if Customer is a company, and other than a family member of person residing with Customer if customer is a residential user. Customer is responsible for all charges incurred by Authorized Users.

Commission: Refers to the South Carolina Public Service Commission.

Company: Refers to DeltaCom, Inc., unless the context means otherwise.

Customer: The person, firm, corporation or other entity that orders or uses service and is responsible for the payment of charges and for compliance with tariff regulations. A business customer is a telephone company subscriber whose use of such telephone company service is primarily or substantially of a business, professional, institutional or otherwise occupational nature, or where the listing required is such as to indicate business use, and is therefore charged business rates for basic telephone service. A residence customer is a telephone company subscriber whose use of such telephone company service is of a domestic nature, and not substantially of an occupational nature, and who is therefore charged residence rates for basic telephone service.

Day: From 8:00 AM up to but not including 5:00 PM local time Monday through Friday.

Effective Date: The date the Customer first uses the long distance service.

Evening: From 5:00 PM up to but not including 11:00 PM local time Sunday through Friday.

SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS (continued)

Facilities: Company's facilities consist of facilities that Company owns and/or leases and for which Company renders a bill for payment to its Customers, whether or not such Facilities are actually owned by Company. Company's Facilities also include the computerized switching equipment that is used by Company to connect Customer's local call to a facility provided by an underlying facilities-based long distance Carrier over whose circuits the Customer's call is routed.

Holidays: The Company’s recognized holidays are January 1st, July 4th, Labor Day, Thanksgiving Day and Christmas Day, on which Evening Rates apply from 8:00 AM to 5:00 PM in lieu of regular rates, if holiday falls on a weekday.

InterLATA: Calls that originate and terminate between points in Local Access Transport Areas (LATAs). LATAs are large local and regional telephone service areas that are defined pursuant to the 1982 Consent Decree between the United States Department of Justice and American Telephone and Telegraph Company and participating Carriers.

IntraLATA: Calls that originate and terminate within the same LATA.

Intrastate: Calls that originate and terminate between any two points in South Carolina. Intrastate calls can be InterLATA or IntraLATA.

Itemized Billing: A billing report that indicates the telephone number to which calls are made and the duration of each call.

Local Service Management System (LSMS): An intermediate database system that receives downloads of Customer records from the SMS/800 and further downloads them to the appropriate SCPs.

Management Report: A billing report that assists management in monitoring calls made by Authorized Users by listing calls by Customer Identification Numbers and Project Codes.

Mileage: In calculating rates based on mileage, the measurement of distance is the air miles between the offices of the local telephone companies that originate and terminate the calls.

Night/Weekend: From 11:00 PM up to but not including 8:00 AM Sunday through Friday, and 8:00 AM Saturday up to but not including 5:00 PM Sunday.

SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS (continued)

Responsible Organization (Resp Org): The carrier entity that has responsibility for the management of 800 numbers in the Service Management System (SMS/800) including maintaining Customer records in the SMS/800 system. Also, the entity which accesses the SMS/800 to: (a) search for and reserve 800 numbers; (b) create and maintain 800 number Customer records, including call processing records; and (c) provide a single point of contact for trouble reporting. The SMS/800 recognizes one Resp Org for each 800 number.

Service Commencement Date: The Service Commencement Date shall be the date on which the Customer’s first usage occurs, rather than on the “signed” date of the term agreement.

Service Control Point (SCP): The real-time data base system in the 800 Data Base Service network that contains instructions on how customers wish their calls to be routed, terminated or otherwise processed.

Service Management System (SMS/800): The main administrative support system of 800 Data Base Service. It is used to create and update Customer 800 Service records and that are then downloaded to Service Control Points (SCPs) for handling customer's 800 Service calls and to Local Service Management Systems (LSMSs) for subsequent downloading to SCPs. The system is also used by Resp Orgs to reserve and assign 800 numbers.

Subscriber: The person, firm, corporation or other entity that orders or uses service and is responsible for the payment of charges and for compliance with tariff regulations. A business customer is a telephone company subscriber whose use of such telephone company service is primarily or substantially of a business, professional, institutional or otherwise occupational nature, or where the listing required is such as to indicate business use, and is therefore charged business rates for basic telephone service. A residence customer is a telephone company subscriber whose use of such telephone company service is of a domestic nature, and not substantially of an occupational nature, and who is therefore charged residence rates for basic telephone service.

Telecommunications Services: Telecommunications services are offered in three categories of service: long distance, local, and data (includes but is not limited to private line and internet services). Within each category, the Company offers a variety of products for the Customer’s use. For example, T-PAC and Dune are products offered in the local service category; Dial-Up Internet and Private Line are products offered in the data service category; and, T-LD and Horizon LD are products offered in the long distance service category.

Vertical Features: Services such as call validation, "Plain Old Telephone Service" (POTS) number translation and provision of statistical information on the Customer's 800 traffic, which may be obtained by the Company from Local Exchange Company access tariffs on behalf of a DeltaCom, Inc. inbound 800 subscriber for which DeltaCom, Inc. serves as Resp Org.

SECTION 2 - RULES AND REGULATIONS

2.1 Undertaking of DeltaCom, Inc.

This tariff contains the regulations and charges applicable to direct-dialed and operator-assisted intrastate common carrier communications services provided by the Company between points within the State of South Carolina. Operator-assisted services are furnished subject to the availability of facilities and subject to the terms and conditions of this tariff.

The Company installs, operates, and maintains the communication services provided hereunder in accordance with the terms and conditions set forth under this Tariff. It may act as the Customer's agent for ordering access connection facilities provided by other carriers or entities when authorized by the Customer, to allow connection of a Customer's location to the Company's network. The Customer shall be responsible for all charges due for such service arrangement.

The Company's services and facilities are provided on a monthly basis unless ordered on a longer term basis, and are available twenty-four hours per day, seven days per week. The minimum period of service is one month unless specifically agreed upon by both the Customer and the Company.

Issued: July 6, 2006

Effective: July 14, 2006

Issued By: Senior Manager, Regulatory Affairs
DeltaCom, Inc.
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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.2 Use of Service

2.2.1 General. The Services may be used for any lawful purpose consistent with the transmission and switching parameters and rules of the facilities utilized in the provision of Service. The Customer shall not make use of the Services or underlying network:

- (A) in any way that might reasonably be expected to frighten, abuse, torment, or harass another;
- (B) for any purpose in violation of the law;
- (C) in such a manner as to unreasonably interfere with the use of the Service by any of the Company’s customers; and/or
- (D) to transmit any material which, in the Company’s sole discretion
 - (1) violates any U.S. state regulation, including material which infringes another’s intellectual property rights,
 - (2) is threatening or obscene, libelous, defamatory or violates any right of privacy of another,
 - (3) is discriminatory or otherwise offensive.

2.2.2 Resale. Service may not be resold without the prior written consent of the Company.

2.2.3 Shared Tenant Service. If Customer intends to resell or rebill DeltaCom, Inc. services, Customer must certify that they have all necessary state, federal, legal and regulatory authority to resell or rebill any telecommunication services to its tenants or customers. In no event will DeltaCom, Inc. directly bill any tenant or other customer of Customer. If Customer is found to be in violation of any federal, state or local law or regulation for reselling or rebilling telecommunications services, Customer shall indemnify DeltaCom, Inc. for any related claims by any third party against DeltaCom, Inc., including attorneys’ fees and costs. All such indemnity obligations of Customer shall survive termination or expiration of the Agreement.

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.3 Facilities Used in Provision of Service

- 2.3.1** The Service is subject to the availability of suitable facilities.
- 2.3.2** The Customer must obtain an adequate number of access lines for toll free Service to meet expected demand.
- 2.3.3** The Customer is responsible for placing any necessary orders and complying with tariff regulations for services described herein, and for assuring that its users comply with tariff regulations.
- 2.3.4** The Customer shall provide for the proper installation, operation and maintenance of the Customer's equipment used in connection with the Service and shall ensure that such equipment is technically and operationally compatible with the Service and in compliance with all FCC rules and regulations.
- 2.3.5** Equipment provided by the Company shall remain the property of the Company. Company-owned equipment will be returned to the Company upon termination of service. If Company-owned equipment is not returned from the Customer, the Customer will be billed the current Company listed purchase price for the equipment. The Company may substitute, change or rearrange any equipment, facility or system used in providing Service at any time.
- 2.3.6** The Company will deliver the Service(s) to the Customer to the physical address set forth on an order for the Service(s) and terminate such Service(s) at the recognized point of demarcation. The point of demarcation shall be the point where the Company's facilities end and the Customer's premises wiring begins. The Company is not responsible for the Customer's premises wiring beyond the point of demarcation.
- 2.3.7** The Customer shall accept a T1 loop facility no more than 10 business days after the T1 loop facility has been installed or within ten (10) business days of a reasonable attempt by the Company to install the service. If the T1 loop facility is not accepted by the Customer and/or associated T1 services are not initiated within this time frame, a monthly recurring Idle T1 Charge as specified in Section 4.19 of this tariff, necessary for the Company to recover the cost of the idle T1 loop facility, will be applied to the Customer's account until the T1 loop facility and associated T1 services are accepted. Acceptance is denoted by completed installation of all T1 services ordered and provisioned on the T1 loop facility. Upon T1 loop acceptance, the monthly Idle T1 Charge will cease.
- 2.3.8** The Company directly controls all facilities provided under this tariff.

Issued: July 6, 2006

Effective: July 14, 2006

Issued By: Senior Manager, Regulatory Affairs
DeltaCom, Inc.
7037 Old Madison Pike
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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

- 2.4 **Unauthorized Use**
- 2.4.1 The Customer is liable for all unauthorized and/or fraudulent use of Service by Users and the Company retains the right to analyze any and all information at its disposal, including credit surveys, call detail records and any other information to confirm unauthorized use.

2.4.2 The Customer shall pay for unauthorized or fraudulent use of service at the Company's highest usage charges applied to network usage and attempted network usage, whether or not a terminating connection was achieved, plus all costs incurred by the Company to detect, discover, observe, investigate, analyze, examine and locate the party responsible for unauthorized or fraudulent use.

2.4.3 The Company reserves the right to suspend or discontinue service to specific locations, when it has a good faith reason to suspect fraudulent use of its facilities.

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.5 Limitations

2.5.1 Service is offered subject to the availability of facilities and the provisions of this tariff.

2.5.2 The Company's liability hereunder shall be limited to credit allowances for service outages as set forth in 2.11 of this Tariff. In no event shall the Company be liable to customer or any third party for any consequential, indirect, special, incidental, punitive or similar damages, including without limitation, any loss of profit or revenue arising from or related in any manner to service outages whether or not the Company is aware of the possibility of such damages.

2.5.3 Except as set forth in this Tariff, the Company makes no other, and expressly disclaims all, warranties or representations, either express or implied, concerning the service or any content received via the service and expressly disclaims warranties of fitness for a particular use or purpose, the warranty of merchantability and any other warranty implied by law.

2.5.4 The foregoing limitations shall include, but are not limited to:

- (A) availability or performance of any systems or related facilities under the control of or provided by other entities, even if the Company acted as agent in arranging such facilities or service;
- (B) content of information passing through its network, including the accuracy or quality of such information;
- (C) unlawful or unauthorized use of the Company's facilities or Service;
- (D) breach of the privacy or security of communications transmitted over the Company's facilities;

Issued: July 6, 2006

Effective: July 14, 2006

Issued By: Senior Manager, Regulatory Affairs
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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.5 Limitations, (Cont'd.)

2.5.4 (cont'd.)

- (E) changes in any of the facilities, operations or procedures of the Customer that render any equipment, facilities or service provided by the Company obsolete or require modification or alteration of such equipment, facilities or service or otherwise affect its use or performance;
- (F) any intentional, wrongful act of a Company employee when such act is not within the scope of the employee's responsibilities for the Company and/or is not authorized by the Company.
- (G) any representations made by the Company employees that do not comport or are inconsistent with the provisions herein;
- (H) any non completion of calls due to network busy conditions; and
- (I) any calls not actually attempted to be completed during any period that Service is unavailable.

The Company's entire liability for any claims, loss, damages or expenses from any cause whatsoever shall not exceed the sums actually paid to the Company by the Customer for the Service giving rise to the claim.

2.5.5 The Company reserves the right to discontinue furnishing service, or limit the use of service necessitated by conditions beyond its control; or when the Customer is using service in violation of the law or the provisions of this tariff.

Issued: July 6, 2006

Effective: July 14, 2006

Issued By: Senior Manager, Regulatory Affairs
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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.6 Indemnification

Claims against the Company, its directors, officers, employees, representatives and agents who will be held harmless from any and all claims, demands, activities, suits, actions, losses, costs, damages, liabilities, expenses (including court costs, expenses and attorneys' fees) ("Claims") incurred by the Company that arise from or incident to any act, negligence or omission on the part of the Customer with respect to the Customer's duties hereunder or any conduct of the Customer or employee or representative of the Customer outside the scope of the Customer's Agreement with the Company and/or this Tariff. The Company shall be indemnified and held harmless by the Customer as a result of:

- 2.6.1** Claims for libel, slander, defamation, invasion of privacy; infringement of copyright or patent; unauthorized use of any trademark, trade name, or service mark; unfair competition; interference with contract, proprietary or creative right; or any other injury to any person, property or entity arising from the material, data, information or content revealed to, or transmitted, processed, handled, or used by, Company under this Tariff.
- 2.6.2** Claims for damage to an Authorized User's or third party's premises resulting from furnishing service by Company when the damage is not a result of the negligent or willful acts of Company.
- 2.6.3** Claims resulting from an act or omission of Customer or Authorized Users.
- 2.6.4** All other claims arising out of any act or omission of the Customer in connection with any service or facility provided by the Company.

Issued: July 6, 2006

Effective: July 14, 2006

Issued By: Senior Manager, Regulatory Affairs
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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.6 Indemnification, (Cont'd)

2.6.5 Where any claim arises out of the Company acting as a Resp Org or where DeltaCom Inbound 800 Service is not made available on the date committed, or cannot otherwise be made available after the Company's acceptance of the Customer's order, or as provide with a number(s)Claims against the Company, its directors, officers, employees, representatives and agents who order, or as provided with a number or numbers other than the one(s) committed by the Company to the Customer, or the number or numbers are not included in a third party directory assistance data base or are included in an incorrect form, or Vertical Features are not obtained or obtained in error, and any such failure or failures is due solely to the negligence of the Company, in such case the Company's liability, if any, is limited to the lesser of (a) the actual monetary damages incurred and proved by the customer as the direct result of such failure or failures, or (b) the sum of \$1,000.00. The Company shall not be liable at all for the use, misuse, or abuse of a customer's inbound 800 service by third parties, including, without limitation, the customer's employees or members of the public who dial the customer's 800 number by mistake. Compensation for any injury the customer may suffer due to the fault of others than the Company must be sought from such other parties. In the event that the Company causes the mis-routing of calls, the Company's sole liability shall be to provide a credit equal to the charges for the affected calls.

2.6.6 Errors or Damages Caused by System Date Limitation

The Company's liability for errors or damage resulting from the inability of the Company's systems to process dates, such as the Year 2000, shall be limited to an amount equal to the proportionate amount of the Company's billing for the period of service during which the errors or damages occur.

Issued: July 6, 2006

Effective: July 14, 2006

Issued By:

Senior Manager, Regulatory Affairs
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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.7 Validation of Credit

2.7.1 The Company reserves the right to validate the credit worthiness of Subscribers through available credit verification procedures. Credit shall be deemed established if:

- (A) The applicant demonstrates that he is a satisfactory credit risk by appropriate means including, but not limited to, the production of substantive references that may be quickly and inexpensively checked by the Company;
- (B) The applicant has been a customer of the Company for a similar type of service within a period of twenty-four consecutive billings preceding the date of application and during the last twelve consecutive billings for that prior service has not had service discontinued for non-payment of bill or had more than one occasion in which a bill was not paid within the period prescribed by the reasonable regulations of the Company on file with the Commission; provided, that the average periodic bill for such previous service was equal to at least fifty per centum of that estimated for the new service; and provided further, that the credit of the applicant is unimpaired;
- (C) The applicant furnishes a satisfactory guarantor to secure payment of bills for the service requested in a specified amount not to exceed the amount of the cash deposit prescribed in Section 2.9 of this tariff.
- (D) The applicant makes a cash deposit to secure payment of bills for service prescribed in Section 2.9 of this tariff.
- (E) An applicant for service who previously has been a Customer of the Company and whose service has been discontinued by the Company during the last twelve (12) billings of the prior service because of nonpayment of bills, may be required to reestablish credit in accordance with Section 2.9; except that an applicant for residential service shall not be denied service for failure to pay such bills for classes of nonresidential service.

Issued: July 6, 2006

Effective: July 14, 2006

Issued By: Senior Manager, Regulatory Affairs
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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.8 Payment Arrangements

2.8.1 Payment for Service

The requirements listed below apply to all Customers of the Company.

- (A) The Customer is responsible for payment of all Services and facilities, including, calls or Service originated at the Customer's number(s), originated by use of calling cards or the Company assigned special billing numbers, and for all installation charges, special charges and surcharges, recurring monthly fees assessed by authorized regulatory agencies or third parties from whom the Company obtains facilities to provide the Services, and all excise, sales, use or similar taxes imposed by any local, state or federal government, including assessments for government-initiated social objectives.
- (B) The Customer shall not attempt to avoid payment by fraudulent means or devices, schemes, false or invalid numbers, or false calling or credit cards, including, but not limited to, rearranging, tampering with, or making connections not authorized by the Company to any Service or component used to furnish Service, or using Toll Free Service with the intent of gaining access to a the Customer's outbound calling capabilities on an unauthorized basis.
- (C) The security of the Customer's authorization codes is the responsibility of the Customer. All calls placed using such authorization codes shall be billed to and shall be the obligation of the Customer. The Customer is responsible for all calls placed via their authorization codes, or otherwise. However, the Customer shall not be responsible for charges in connection with the unauthorized use of authorization codes arising after the Customer notifies the Company of the loss, theft, or other breach of security of such authorization codes.

Issued: July 6, 2006

Effective: July 14, 2006

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.8 Payment Arrangements, (Cont'd.)

2.8.1 Payment for Service, (cont'd.)

- (D) The Customer shall render payment in the amount of and on or before the date stated on the invoice. All service, installation, monthly recurring, and non-recurring charges are due and payable by the due date specified on the monthly invoice and shall be considered past due if payment is not received by the due date.
- (E) The Company's sole liability with respect to the Customer's overpayment, for whatever reason, is limited to a credit in the amount of the overpayment.
- (F) If the Customer pays via bank draft or credit card draft, the Customer's account will be drafted within 14 days after the conclusion of the billing cycle for the full amount due. In order to cancel a bank draft or credit card draft written notification must be received by the Company at least ten (10) business days prior to the conclusion of the Customer's current billing cycle. Upon receipt of notice to cancel a bank draft or credit card draft, the Customer permits the Company to make all credit inquiries necessary to make a determination regarding the extension of credit terms to the Customer and the Company reserves its right to require security deposits pursuant to Section 2.9.

Issued: July 6, 2006

Effective: July 14, 2006

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.8 Payment Arrangements, (Cont'd.)

2.8.2 Billing and Collection of Charges

The Customer is responsible for payment of all charges incurred by the Customer or other users for services and facilities furnished to the Customer by the Company including but limited to: use of service by Customer, Customer's agents and/or employees or servants or customers; collect calls accepted at Customer's number; Third Party calls billed to Customer's number; and/or calling card calls or a Company-assigned special billing number.

- (A) When billing is based upon Customer usage, usage charges will be billed monthly for the preceding billing period. Recurring monthly subscriber service charges are billed in advance.
- (B) When service does not begin on the first day of the month, or end on the last day of the month, the charge for the fraction of the month in which service was furnished will be calculated on a pro rata basis. For this purpose, every month is considered to have thirty (30) days.
- (C) The Customer must notify the Company of any disputed items on an invoice within sixty (60) days of the date of the invoice. If the Customer does not provide written notice to the Company of a dispute with respect to the amounts invoiced within sixty (60) days of the date of the invoice, the invoice shall be deemed correct and binding on the Customer for all purposes.
- (D) In the event a subscriber accumulates more than \$250.00 of undisputed delinquent DeltaCom Inbound 800 service charges, the DeltaCom, Inc. Resp Org reserves the right to not honor the subscriber's request for a Resp Org change until such undisputed charges are paid in full.
- (E) If the Customer and the Company are unable to resolve the dispute to their mutual satisfaction, the Customer may file a complaint with the South Carolina Public Service Commission in accordance with the Commission's rules of procedure. The address of the Commission is as follows:

**Alabama Public Service Commission
100 N. Union Street
Montgomery, AL 36104**

Issued: July 6, 2006

Effective: July 14, 2006

Issued By: Senior Manager, Regulatory Affairs
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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.8 Payment Arrangements, (Cont'd.)

2.8.2 Billing and Collection of Charges, (cont'd.)

- (F) Billing of the Customer by the Company will begin on the Effective Date, as defined in Section 1.
- (G) If any portion of the payment is not received by the Company within 30 days of receipt of the bill, or if any portion of the payment is received by the Company in funds that are not immediately available upon presentment, then a late payment charge of 1.5% per month shall be due to the Company. A late payment charge is not applicable to subsequent rebilling of any amount to which a late payment charge has already been applied. Late payment charges are to be applied without discrimination.
- (H) All business customers will be charged a monthly Account Detail Fee of \$5.95. The purpose of the Account Detail Fee is to recover costs associated with providing a paper invoice consisting of call detail for business customers on a monthly basis. The Account Detail Fee will be waived if the customer elects to obtain their call detail online in lieu of receiving paper copies of their call detail.
- All business customers shall continue to receive paper summary bill page and a remittance slip free of charge. If a customer has both Local and Long Distance service with the Company, the monthly recurring fee, if not waived, will only apply once. Once a year as required by the Commission rules, the customer, upon request, shall receive full call detail free of charge.
- (I) In the event that the Company incurs fees or expenses, including attorney's fees, in collecting or attempting to collect any charges owed to the Company, the Company may charge the Customer all such fees and expenses reasonably incurred.

Issued: July 6, 2006

Effective: July 14, 2006

Issued By: Senior Manager, Regulatory Affairs
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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.9 Deposits/Advance Payments

- 2.9.1 Customers unable to establish or maintain their credit worthiness will be required to furnish a deposit or advance payment in an amount up to the maximum allowed by law for Service.
- 2.9.2 The Company reserves the right to periodically review the Customer's credit worthiness and credit terms.
- 2.9.3 The Company also reserves the right to change credit terms and conditions based on the Customer's payment history and credit worthiness.
- 2.9.4 If no maximum deposit has been established by law, the Customer will be required to furnish a deposit or advance payment in an amount based upon two (2) month's estimated usage.
- 2.9.5 The Company will pay interest on such deposit or advance payment at the rate established by the South Carolina Public Service Commission.
- 2.9.6 The establishment of credit shall be governed by the South Carolina Public Service Commission.

Issued: July 6, 2006

Effective: July 14, 2006

Issued By: Senior Manager, Regulatory Affairs
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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.10 Service Changes

If the Customer requests to move the location to which the Company provides Service and/or requests changes to an existing Service provided by the Company, the Company will provide Service to the new location and/or accommodate the change in Service to the extent it is technically and economically feasible to do so, as determined in the sole discretion of the Company. In the event of a move of the location to which the Company provides Service, one or more of the following charges may apply:

- 2.10.1 installation charges for the service provided at the new location;
- 2.10.2 any out of pocket costs incurred by the Company as a result of the termination of the Services(s) either as a result of a move or a change; and/or
- 2.10.3 any increase in rates allowed by applicable law.

In addition, the Company may require the Customer to sign a new Term Plan Agreement for Service in the new location.

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.11 Interruption of Service

- 2.11.1

The Customer shall notify the Company immediately in the event of any interruption in Service and shall assist the Company in restoring the Service. The Customer shall notify the Company immediately of its desire to receive a credit allowance for such interruption. Before giving such notice, the Customer shall ascertain that the trouble is not being caused by any action or omission by the Customer within his control, or is not in wiring or equipment, if any, furnished by the Customer and connected to the Company's facilities.
- 2.11.2

No credit shall be allowed for interruptions that result from the Customer's fault or the Company's testing or regularly scheduled maintenance or for any reason that constitutes Force Majeure as defined in 2.18.
- 2.11.3

For purposes of credit computation, every month shall be considered to have 720 hours.
- 2.11.4

No credit shall be allowed for an interruption of a continuous duration of less than two (2) hours.
- 2.11.5

The Customer shall be credited for an interruption of two (2) hours or more at the rate of 1/720th of the monthly charge for the facilities affected for each hour that the interruption continues.
- 2.11.6

This credit applies only to monthly recurring charges and does not affect any charges based upon the Customer's actual usage of the Service(s). This credit applies against future service only and shall not reduce the amount of any outstanding balance. All limitations of liability shall apply to the total of all credits issued.

Credit = $\frac{A}{720}$ x B

"A" = Outage time in hours.
"B" = Total monthly fixed, non-usage sensitive charge for affected facility.

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.12 Annual Usage Commitment Level

Customers who enter into a term agreement must meet an Annual Usage Commitment. The Customer's Annual Usage is established by using the third (3rd) month's actual toll usage, excluding directory assistance, multiplied by twelve (12) months, and multiplying that result by 50%. By the end of the twelfth (12th) month of the Customer's Initial Term of Agreement, usage must be at or above the established Annual Usage Commitment. If the Customer's usage does not meet this requirement, in the thirteenth (13th) month, and at the end of the twelve (12) month period remaining in the Initial Term or Renewal Term as applicable, the Customer will be billed the difference between the actual usage level and the predetermined Annual Usage Commitment. The Annual Usage Commitment as described is used in the calculation of the Discontinuance Charge for early termination of an Initial Term or Renewal Term, as applicable.

2.13 Agreement for Service

The initial term of service provided under an Agreement for Service ("AFS") shall be set forth on such AFS. Upon expiration of the initial term, the AFS shall automatically renew on the same terms and conditions (including, without limitation, the rates) for successive one (1) year terms unless either party notifies the other of its intention to terminate the AFS at the end of the initial term or renewal term, as the case may be, which such notice shall be in writing and provided to the other party at least thirty (30) days prior to the expiration of the initial term or the renewal term, as the case may be. In the event of such notice, the AFS shall terminate upon the expiration of the initial term or renewal term, as the case may be. The Customer must follow the process as outlined in Section 2.15.6 when notifying the Company of its intent to terminate the AFS at the end of the initial term or renewal term, as the case may be.

The Customer shall notify the Company in writing if the Customer contact person is changed. The Company reserves the right to reject any Customer termination request received from any person other than the designated Customer contact person.

Issued: July 6, 2006

Effective: July 14, 2006

Issued By: Senior Manager, Regulatory Affairs
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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.14 Refusal of Service

The following may not constitute cause for refusal of service to a present or prospective customer:

- (A) failure of a prior customer to pay for service at the premises to be serviced;
- (B) failure to pay for a different class of service for a different entity; or
- (C) failure to pay directory advertising charges.

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.15 Cancellation of Service

2.15.1 If the Customer cancels or terminates an order prior to the installation of Services, the Company shall invoice the Customer and the Customer shall pay to the Company the following: (i) all standard installation charges; and (ii) all costs incurred by the Company in connection with such order, including, without limitation, installation and other costs incurred with third parties with respect to such cancelled Service and labor costs for work performed by the Company employees with respect to such order.

Notice for Cancellation of Service by Customer must be provided in compliance with Section 2.15.6.

Issued: July 6, 2006

Effective: July 14, 2006

Issued By: Senior Manager, Regulatory Affairs
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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.15 Cancellation of Service, (Cont'd.)

2.15.2 Cancellation by the Customer without Cause

- (A) **Discontinuance Charge.** The Customer's rates and discounts, if any, are provided to the Customer in exchange for the Customer's commitment to obtain the Services for the agreed upon term of the Agreement for Service ("AFS"). If the Customer terminates all or any part of the Services obtained under the AFS prior to the expiration of the initial term or any renewal term then in effect for any reason other than Cause (as set forth in the following 2.15.3 below), then, in addition to payment for all Services rendered through the effective termination date, the Customer shall be liable to the Company for:
- (1) the Annual Usage Commitment amount remaining unpaid for the remainder of the Initial Term or Renewal Term; or
 - (2) the total of all monthly recurring charges through the end of the Initial Term or Renewal Term, as applicable
 - (3) any waived installation charges, the cost of any incentives and any miscellaneous charges incurred for dedicated access, including but not limited to engineering fees, expedite fees, carrier and local exchange order fees, change order charges, and miscellaneous configuration charges. In addition, the Company shall be entitled to the cost of collection of the forgoing amounts including, without limitation, court costs, reasonable attorney's fees and interest on past due amounts.
 - (4) because damages resulting from early termination are difficult to determine, the Discontinuance Charge is a reasonable approximation of such damage and shall be considered a liquidated damage and not a penalty.

Issued: July 6, 2006

Effective: July 14, 2006

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.15 Cancellation of Service, (Cont'd.)

2.15.2 Cancellation by the Customer without Cause, (Cont'd.)

(B) Discounts / Incentives Received.

Where the Customer received reduced rates or a discount because the Customer subscribed to more than one Service, the Customer's termination of one Service may result in the forfeiture of the Customer's reduced rates or discount for that Service or Services that are not terminated, and the Customer shall be liable to the Company for the amount of discount received by the Customer for the period from the beginning of the term of the Agreement for such Services up to and including the effective date of the termination of the Service or Services terminated.

Incentive(s) include but are not limited to free or discounted services under the Bundle/Term Discount Program, waiver of any fees (i.e., installation charges, loop charges), waived rental of equipment, etc. If Customer cancels any service provided under an Incentive in full or in part (i.e., Customer receives a discount for bundled services but cancels one of the services prior to the end of the Term), then Customer shall pay any fees Customer would have incurred without the Incentive. Likewise, Customer shall pay the then current rate for any equipment received under an Incentive (i.e., data CPE: multiplexers, CSU/DSU, routers, etc.) and/or, at the Company's discretion, allow the Company to retrieve the equipment from the Customer's premise during normal business hours.

Issued: July 6, 2006

Effective: July 14, 2006

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.15 Cancellation of Service, (Cont'd.)

2.15.2 Cancellation by the Customer without Cause (cont'd.)

(C) **Waiver of Discontinuance Charge.** To qualify for a waiver of the Discontinuance Charge, the Customer must request and specify, prior to service installation, under which of the following circumstances the waiver would be sought:

- (1) When a Customer, whether single or multi-location, closes its entire business and all business locations and cancels service;
- (2) When a Customer files for insolvency and liquidation and cancels service. If a Customer maintains the Company's service(s) under other versions, such as Chapter 11 reorganization or Chapter 13, the Customer will not qualify for this waiver;
- (3) When a Customer with multiple locations closes a location due to economic conditions;
- (4) When a Customer with multiple locations closes a location due to a physical move and the Company is unable to provide 100% of the service at the new location as was utilized at the original location;
- (5) When the Customer is being acquired and ownership is changing. In this instance, the original Customer will receive a Waiver of Discontinuance Charge except in the event the AFS is assigned to Customer's acquirer or new ownership.

The Customer must notify the Company in writing a minimum of 30 days in advance of disconnection or termination of service under any of the above conditions. This waiver is not applicable to, and Customer will continue to be responsible for, any previously waived installation charges. Customer notice will be as described in Section 2.15.6.

Issued: July 6, 2006

Effective: July 14, 2006

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2.15 Cancellation of Service, (Cont'd.)

2.15.3 Cancellation by the Customer with Cause

If Customer is not satisfied with any service provided by the Company, Customer shall provide written notice specifying the performance deficiency in the Service and allow the Company 20 business days ("Notice Period") to bring the deficient performance to customarily acceptable industry performance standards ("Cure"), or if not capable of Cure within such notice period, make reasonable progress toward such Cure during the Notice Period. The written notice must cite this provision and reasonably detail the deficient performance.

Should the Customer and the Company agree in writing that the Company failed to provide a cure or make progress toward such cure within the Notice Period, the Company will cancel the Customer's agreement upon request of the Customer.

If the Customer is receiving multiple types of Services, or receiving Services at multiple locations, the Customer's right to terminate Service(s) as set forth in this section shall be limited to termination of the affected Service(s) only or at the affected location(s) only.

The Customer is responsible for payment of all charges for service furnished through the cancellation date specified by the customer or until the date written cancellation notice is received, whichever is later. The Customer must provide 30 days written notice of cancellation in advance.

All written Notices under this section must be submitted by mail, registered, or certified mail, return receipt requested to Customer Care Center, Attn: Disconnect Processing Team, P.O. Box 1301 Arab, AL 35016; or by email with confirmed receipt by DeltaCom, Inc., to disconnect@deltacom.com; or by facsimile transmission, with confirmed receipt by DeltaCom, Inc., to 1-800-488-1386 and received by DeltaCom, Inc. 30 days prior to the discontinuance becoming effective.

Issued: July 6, 2006

Effective: July 14, 2006

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.15 Cancellation of Service, (Cont'd.)

2.15.4 Cancellation by the Company

- (A) **Notice.** Upon five (5) days written notice as is required by the governing regulatory body, the Company may refuse, terminate, discontinue or limit the use of Service (either temporarily or permanently) to the Customer or withhold the provision of ordered or contracted Service, without liability:
- (1) if any regulated balance is past due;
 - (2) if the Customer exceeds its credit limit and does not cure within the applicable notice period referenced above in this section after receipt of such notice, which such notice may be by phone, mail, fax or e-mail;
 - (3) when necessitated by conditions beyond the Company's control;
 - (4) for violation of any of the provisions contained in this tariff and/or the Customer's Agreement with the Company, including the Terms and Conditions;
 - (5) for violation of any law, rule, regulation or policy of any governing authority having jurisdiction over the Service;

Issued: July 6, 2006

Effective: July 14, 2006

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.15 Cancellation of Service, (Cont'd.)

2.15.4 Cancellation by the Company, (cont'd.)

(A) Notice (cont'd.)

- (6) by reason of any order or decision of a court, public service commission or federal regulatory body or other governing authority prohibiting the Company from furnishing the Service;
- (7) for use of obscene, profane or grossly abusive language over or by means of the Company's facilities, or failure, upon reasonably notice, to cease and refrain from such practice.
- (8) failure of a subscriber to make suitable deposit as required by Section 2.9 of this Tariff.

Issued: July 6, 2006

Effective: July 14, 2006

Issued By: Senior Manager, Regulatory Affairs
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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.15 Cancellation of Service, (Cont'd.)

2.15.4 Cancellation by the Company, (cont'd.)

- (B) Without Notice.** In addition, the Company may immediately and without notice terminate and/or block Services without incurring liability for the following reasons:
- (1)** fraud or abuse committed by the Customer or a user of the Customer's Service, such as;
 - (a)** use of service or facilities of the Company to transmit a message or to locate a person or otherwise to give or obtain information, without payment to the charge applicable for the service;
 - (b)** obtaining, or attempting to obtain, or assisting another to obtain or to attempt to obtain, telecommunications service by rearranging, tampering with, or making connection with any facilities of the representation, or false credit device, or by or through any other fraudulent means or device whatsoever, with intent to avoid payment, in whole or in part, of the regular charge for such service;
 - (c)** use of facilities of the Company for a call or calls, anonymous or otherwise, if in a manner reasonably to be expected to frighten, abuse, torment, or harass another;
 - (d)** use of profane or obscene language
 - (2)** if the Customer refuses to furnish information or furnishes false information essential for billing by the Company or for the Company's determination of the Customer's credit worthiness;
 - (3)** the Customer indicates that the Customer will not comply with a request from the Company for security for the payment of Services;

Issued: July 6, 2006

Effective: July 14, 2006

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.15 Cancellation of Service, (Cont'd.)

2.15.4 Cancellation by the Company, (cont'd.)

(B) Without Notice. (cont'd)

- (4) the Customer has received notice of cancellation from the Customer's local Service provider;
- (5) the Customer's usage exceeds parameters based on historical usage by the Customer;
- (6) abandonment of the Service;
- (7) if service is used in such a way as to impair or interfere with the service of other subscribers; such improper use includes, but is not limited to, the use of service by a subscriber or with his permission in connection with a plan or contrivance to secure a large volume of telephone calls, to be directed to such subscriber at or about the same time which may result in preventing, obstructing, or delaying the service of others; or,
- (8) when the Company deems it necessary to take action to prevent unlawful use of its Service(s) such as blocking traffic to certain countries, or by blocking calls using certain Customer Authorization Codes or from or to certain NPA-NXX's.

In the event the Company permanently terminates Service to the Customer under this section, any agreement between the Customer and the Company, including Terms and Conditions, shall terminate. The Customer shall be liable for all liquidated damages as set forth in Section 2.15.2 for all Services terminated under this Section.

- (C) If the Company, due to nonpayment, temporarily suspends service and payment is not received within ten (10) days following suspension, the Company reserves the right to discontinue service without further notice. Service disconnected by the Company and later re-installed will be subject to all applicable installation charges and the Customer may be required to pay such charges prior to reinstallation of service.

Issued: July 6, 2006

Effective: July 14, 2006

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.15 Cancellation of Service, (Cont'd.)

2.15.5 Final Invoice

Upon termination, the Company shall forward a final invoice to the Customer, which such invoice will include, without limitation, all charges (including, without limitation, recurring charges) incurred up to the effective termination date and all applicable liquidated damages.

2.15.6 Company Contact Information for Cancellation

The Customer must use the following information/addresses for all cancellation and disconnect requests:

- (A) US Mail (registered, certified or return receipt requested) – DeltaCom, Inc., Customer Care Center, Attn: Disconnect Processing Team, P. O. Box 1301, Arab, Alabama 35016
- (B) Email, with confirmed receipt by DeltaCom, Inc. – disconnect@deltacom.com
- (C) Facsimile, with confirmed receipt by DeltaCom, Inc. – 1-800-488-1386
- (D) Such request shall include all of the following that apply:
 - (1) an itemized list of the Service(s) that Customer wishes to disconnect;
 - (2) the Customer's account number;
 - (3) affected circuit ID's;
 - (4) affected telephone numbers; and,
 - (5) the Customer contact information (i.e., name, address, telephone number, fax number, and email address).

If requested by Company, the customer must be able to provide confirmation that one of the above methods was used in providing a disconnection/cancellation notice to the Company.

All notices of disconnect must be received by DeltaCom, Inc. thirty (30) days prior to the discontinuance becoming effective.

Issued: July 6, 2006

Effective: July 14, 2006

Issued By: Senior Manager, Regulatory Affairs
DeltaCom, Inc.
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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.16 Specific Regulations for Toll Free Services

2.16.1 The Company reserves the right to require an applicant for DeltaCom Inbound 800 Service to supply the following information requesting service: an initial traffic forecast, identification of anticipated busy hour, identification of its geographical marketing target areas, and a schedule of marketing and promotional activities. The Company may also require that a new traffic forecast be submitted by the Customer quarterly after service is initiated.

- (A) DeltaCom Inbound 800 Service is furnished upon condition that the customer contracts for adequate facilities to permit the use of service without injurious effects upon it or any service rendered by the Company. The company may terminate or refuse to furnish DeltaCom Inbound 800 Service to any applicant, without incurring any liability and without notice to the customer, if the use of the service would interfere with or impair any service rendered by the Company.
- (B) The customer must obtain an adequate number of access lines for DeltaCom Inbound 800 Service to handle the customer's expected demand in order to prevent interference or impairment of this service or any other service provided by the Company considering: (a) total call volume; (b) average call duration; (c) time-of-day characteristics; and (d) peak calling period. The Company, without incurring any liability and without notice to the customer, may disconnect or refuse to furnish Delta, Inc. Inbound 800 Service to any customer that fails to comply with these conditions.

2.16.2 Each DeltaCom Inbound 800 Service telephone number must be placed in actual and substantial use by the customer. "Substantial use" shall mean a pattern of use that demonstrates an intent on the customer's part to employ the number for the purpose for which it was intended; namely, to allow callers to reach the customer, as indicated, for example, by at least thirty (30) average monthly minutes of use or more. Any 800 telephone number associated with DeltaCom Inbound 800 Service that has not been placed in actual and substantial use during the first thirty (30) day period after service activation may be re-designated as a spare number in the SMS 800 database by DeltaCom, Inc., upon written notice to the customer.

Issued: July 6, 2006

Effective: July 14, 2006

Issued By: Senior Manager, Regulatory Affairs
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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.16 Specific Regulations for Inbound 800 Services (cont'd.)

2.16.3 If the customer requests assignment of a specific 800 Service telephone number, the Company may require the customer to submit a number reservation agreement form to the Company. At no time may a customer have more than ten (10) numbers reserved. Any reservation shall be for no more than thirty (30) days and shall be subject to a (C) reservation fee that will be credited to the customer's unpaid balance after DeltaCom Inbound 800 Service has been in actual and substantial use for a consecutive thirty (30) day period. (C) Nothing in this section, or in any other provision of this tariff, or in any marketing materials issued by or on behalf of the Company, shall give any person, including prospective customers who have reserved 800 telephone numbers hereunder or customers who subscribe to and use DeltaCom Inbound 800 Service or their transferee or assigns, any ownership interest or proprietary right in any particular 800 number; however, upon placing as defined above, DeltaCom Inbound 800 Service customers do have a controlling interest in this 800 number(s). DeltaCom Inbound 800 Service customers may retain the use of their 800 number assignments, even following changes in their 800 carrier and/or Resp Org.

2.16.4 If a customer places an order for DeltaCom, Inc. to carry customer's already existing 800 number service, the customer shall provide the Company the contact names, telephone number and address of the customer's Responsible Organization (Resp Org). Upon subscription to DeltaCom Inbound 800 Service, the customer may execute a Letter of Authorization to transfer Resp Org. responsibility of its 800 number(s) to DeltaCom, Inc. Resp Org. If the customer elects to retain a non-DeltaCom, Inc. Resp Org, the customer must notify DeltaCom, Inc. of any changes in the customer's Resp Org, in writing, within forty-eight (48) hours of the change. The customer is responsible for all outstanding indebtedness for services provided by a previous Resp Org or 800 service carrier. DeltaCom, Inc. assumes no responsibility or liability with respect to any obligations of the customer to such previous service providers existing at the time of transfer to DeltaCom, Inc.

Issued: July 6, 2006

Effective: July 14, 2006

Issued By: Senior Manager, Regulatory Affairs
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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.16 Specific Regulations for Inbound 800 Services (cont'd.)

2.16.5 It is the customer's responsibility to provide answer supervision back to the Company's point of connection even when the Company's Inbound 800 Service is connected to switching equipment or a customer-provided communications system. In such case, the equipment or system must provide appropriate supervision so that the measure of chargeable time begins upon answer of the call to the customer's switching equipment or communications system and ends upon termination of the call.

2.16.6 Subject to execution of a Resp Org Service Agreement between the Company and the customer, the DeltaCom, Inc. Resp Org will perform the function of Resp Org for all DeltaCom Inbound 800 Service orders unless the customer requests another Resp Org. DeltaCom, Inc. Resp Org functions include: (a) search for and reservation of 800 numbers in the SMS/800; (b) creating and maintaining the 800 number customer record in the SMS/800; and (c) provision of a single point of contact for trouble reporting.

(A) Where DeltaCom, Inc. serves as the Resp Org for a DeltaCom Inbound 800 Service customer, the Company will, at the customer's request, subscribe to 800 Directory Listing for the 800 number(s) assigned to the customer. A charge for 800 Directory Listings will apply as set forth in Section 4, Paragraph 4.25.K of this tariff. In the event that a customer transfers its 800 service to another Resp Org, the Company shall cease to subscribe to 800 Directory Listing Service on behalf of the customer and the customer is responsible for assuring that 800 Directory Listing Service is maintained through the new Resp Org. The customer is responsible for payment of any outstanding 800 Directory Listing charges, including any unexpired portion of any minimum period applicable to such service, and the Company shall have no liability for any interruption or other delay, error, mistake, omission or other defect occurring in connection with the transfer of 800 Directory Listing responsibility.

Issued: July 6, 2006

Effective: July 14, 2006

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.16 Specific Regulations for Inbound 800 Services (cont'd.)6

2.16.6 (cont'd.)

- (B)** Where Delta serves as the Resp Org for a Delta Inbound 800 Service customer, it will at the customer's request, subscribe to Vertical Features obtained from Local Exchange Company access tariffs. When a Delta Inbound 800 Service customer uses Vertical Features obtained by Delta from Local Exchange Company tariffs, the customer shall reimburse Delta for all such charges imposed by a Local Exchange Company. These charges may not be counted toward the attainment of any volume or revenue commitment and will not be discounted.
- (C)** In the event that a customer cancels its Delta Inbound 800 Service, the customer may elect to retain Delta as its Resp Org. Where Delta serves as Resp Org for a non-Delta Inbound 800 Service customer, a charge for Resp Org service will apply.
- (D)** In the event that a customer cancels its Delta Resp Org or Inbound 800 Service, the customer shall be responsible for all outstanding indebtedness to the company and any outstanding charges applicable to any service obtained by or on behalf of the customer by Delta Communications, Inc.

Issued: July 6, 2006

Effective: July 14, 2006

Issued By: Senior Manager, Regulatory Affairs
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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.17 Restoration of Service

- 2.17.1** Service suspended by the Company and later restored, will be subject to a \$50.00 reconnection fee. Service disconnected by the Company and later re-installed, will be subject to all applicable installation charges, and the Customer will pay such charges prior to reinstallation of service.
- 2.17.2** The use and restoration of certain telecommunications services in emergencies shall be in accordance with the priority system specified in Part 64, Subpart D of the Rules and Regulations of the Federal Communications Commission.

2.18 Force Majeure

The Company's performance hereunder shall be excused in the event of any delay or failure of performance or equipment due to causes beyond the Company's control, including, but not limited to, acts of God, fires, floods, earthquakes, hurricanes, or other catastrophes, national emergencies, insurrections, riots, wars, or other civil commotions, strikes, lockouts, work stoppages or other labor difficulties, criminal actions taken against the Company, cable cuts, unavailability, failure, interruption or capacity limitations of telecommunications facilities or transmission links (digital or analog) and any law, order, regulation or other action of any governing authority or agency thereof.

2.19 Disconnection of Existing Service(s) and Vendor Change(s)

The Customer is responsible for disconnection of services with the Customer's existing telecommunications provider. The Company is not responsible for any fees or other charges assessed against the Customer by the Customer's existing provider for termination of service obtained from such provider or the Customer's failure to terminate services with such provider. In addition, the Customer is responsible for all charges assessed by the Customer's phone system vendor and other third parties incurred in connection with the installation or alteration of the Company Services.

Issued: July 6, 2006

Effective: July 14, 2006

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.20 Assignments

The Company directly controls all facilities provided under this tariff. The Customer may not transfer or assign the Customer’s Agreement with the Company, including the Terms and Conditions, or use of any of the Services (including resale and subtending of Internet service) without the written consent of the Company, which such consent shall be at the sole and absolute discretion of the Company. Such transfer or assignment shall only apply where there is no interruption of the use or location of the service or facilities. All regulations and conditions contained in this Tariff shall be binding on the Customer and his/her respective personal and legal representatives, successors and permitted assigns.

2.21 Special Service

Labor and expenditures required by Customer to provide service outside the scope of normal services. This class of service includes, without limitation, services whereby Company is required to incur unusual costs for engineering, purchases, labor or other related costs to provide the Customer-requested service.

2.22 Individual Case Basis (ICB) Arrangements

Competitive pricing arrangements at negotiated rates may be furnished on an ICB arrangement in response to requests by Customers to the Company, for proposals or for competitive bids. Service offered under this tariff provision will be provided to the Customer pursuant to contract and subject to the Commission’s rules and regulations. Unless otherwise specified, the regulations for such arrangements are in addition to the applicable regulations and prices in other sections of this tariff. Specialized rates or charges will be made available to similarly situated Customers on a nondiscriminatory basis.

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.23 Modification

Company reserves the right to modify its rates and service policies at any time, subject to approval of the South Carolina Public Service Commission and compliance with applicable notification requirements.

2.24 Taxes

All state and local taxes (i.e., gross receipts tax, sales tax, municipal and county utilities tax) are listed as separate line items, are not included in the quoted rates, and are the responsibility of the Customer. The Customer is also responsible for the payment of any use, excise, access, franchise and license fees or other local, state and federal taxes, charges or surcharges (however designated) excluding taxes on the Company's net income, imposed on or based upon the provision, sale or use of services. Any taxes imposed by a local jurisdiction will only be recovered from those Customers located in the affected jurisdiction. It shall be the responsibility of the Customer to pay any such taxes that subsequently become applicable retroactively.

2.25 Other Charges

The Company may adjust its rates and charges or impose additional rates or charges on its Customers in order to recover amounts it is required by governmental or quasi-governmental authorities to contribute to regulatory programs. Examples of such programs include, but are not limited to, Telecommunications Relay Service, E911, Universal Service Fund, compensation to payphone service providers for the use of their payphones to access the Company's service, transport interconnection charges, residual interconnection charges and subscriber line charges.

2.26 Payphone Surcharge

In order to recover the Company's expenses to comply with the FCC's payphone compensation plan (FCC 97-371) and amended by Report and Order (FCC 04-182), an undiscountable per call charge is applicable to all interstate, intrastate and international calls that originate from any domestic pay telephone used to access the Company's services.

Charge per call: \$0.50

Issued: July 6, 2006

Effective: July 14, 2006

Issued By:

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.27 Designation of Company Contact

The Customer is required to designate a contact person to the Company who is empowered to transact all correspondence with the Company regarding the Customer's account. Specifically, the Customer Contact will be responsible for corresponding with the Company on all moves, adds, changes, disputes and cancellation requests. The Company will neither accept nor be bound by any request not submitted by the specified Company Contact. Any change by the Customer pertaining to the Company Contact must be provided to the Company in either written or verbal format.

2.28 Returned Check Charge

A service charge will be assessed in accordance with South Carolina law for all checks returned by a bank or other financial institution for: Insufficient or uncollected funds, closed account, apparent tampering, missing signature or endorsement, or any other insufficiency or discrepancy necessitating return of the instrument at the discretion of the drawee bank or other financial institution.

A fee of \$20.00 will be charged for returned checks.

SECTION 3 - DESCRIPTION OF SERVICE

3.1 General

The Company provides direct dialed, travel card and operator assisted long distance telecommunications services originating and terminating within the State of South Carolina. Rates for these services may vary by product type, call duration, mileage and time of day. All services are available 24 hours a day, seven days a week.

3.1.1 Minimum Call Completion Rate

A Customer can expect a call completion rate (number of calls completed/number of calls attempted) of not less than 99% during peak use periods for all services.

3.2 Timing of Calls

Long distance charges are based on the actual usage of the Company’s network. Chargeable time begins when the called party answers, or when the billed party of a collect or person call accepts the charges. Chargeable time ends when either party disconnects.

Minimum call durations and rounding of usage measurements for billing purposes are specified in Section 4 of this tariff for each service provided by the Company.

There is no billing applied for incomplete calls.

The appropriate rates apply for day, evening and night/weekend calls based on the following chart.

Times	Mon	Tues	Wed	Thur	Fri	Sat	Sun
8:00 am to 5:00 pm	Daytime Period						
5:00 pm to 11:00 pm	Evening Period						Eve.
11:00 pm to 8:00 am	Night/Weekend Period						

SECTION 3 - DESCRIPTION OF SERVICE

3.2 Timing of Calls (continued)

The appropriate rates apply for Peak and Non-Peak calls based on the following chart.

Times	Mon	Tues	Wed	Thur	Fri	Sat	Sun
8:00 am to 5:00 pm*	Peak Period						
5:00 pm to 8:00 am*	Non-Peak Period						

* - up to but not including

The evening rates apply to the holidays listed below unless a lower rate normally applies:

New Year's Day	January 1
Memorial Day	Nationally Recognized Day
Independence Day	July 4
Thanksgiving Day	Nationally Recognized Day
Christmas Day	Christmas Day

SECTION 3 - DESCRIPTION OF SERVICE (continued)

3.3 Calculation of Distance

Usage charges for all mileage sensitive products are based on the airline distance between rate centers associated with the originating and terminating points of the call.

The airline mileage between rate centers is determined by applying the formula below to the vertical and horizontal coordinates associated with the rate centers involved. The Company uses the rate centers and associated vertical and horizontal coordinates that are produced by Bell Communications Research in the NPA-NXX V & H Coordinates Tape and Bell's NECA Tariff No. 4.

Formula =

$$\sqrt{\frac{(V1 - V2)^2 + (H1 - H2)^2}{10}}$$

SECTION 3 - DESCRIPTION OF SERVICE (continued)

3.4 Unison Option A

Unison Option A is available to new Customers who bill up to \$499.00 at the time of signing a service term agreement. Calls are timed in 6 second increments after the initial 18 seconds of each call. The Customer may choose to enter into a 12, 24, or 36 month term agreement and discounts available to the Customer for the term periods listed are 10%, 14%, and 18%, respectively, of their total monthly usage.

Customers who enter into a term agreement must meet an "Annual Usage Commitment Level" as described in Section 2.12. The Annual Usage Commitment is used in the calculation of the Discontinuance Charge, as described in Section 2, for early termination of an Initial Term or Renewal Term. The requirement to maintain the "Annual Usage Commitment Level" applies as long as the Customer maintains service with the Company.

3.5 Unison Select Dedicated Option 1

This product is designed for customers whose monthly usage is between \$2,500 and \$4,999 at the time of signing a service term agreement. Charges for directory assistance or operator services do not contribute to the volume usage level. Inbound/ Outbound and calling card calls are timed in 6 second increments after the initial 18 seconds of the call. Unison Select Dedicated Option 1 customers may choose to enter into a 12, 24 or 36 month term agreement and discounts available to the customer for the term periods listed are 16%, 20% or 24%, respectively, off their total monthly usage.

Customers who enter into a term agreement must meet an Annual Usage Commitment Level as described in Section 2.12. The Annual Usage Commitment is used in the calculation of the Discontinuance Charge, as described in Section 2, for early termination of an Initial Term or Renewal Term. The Discontinuance Charge includes the Annual Usage Commitment Level, usage charges up to the effective date of cancellation, installation charges and any incentives received during the term. Monthly recurring charges apply for each toll free number and dedicated access services. Data circuits require a minimum 12 month term agreement.

Issued: July 6, 2006

Effective: July 14, 2006

Issued By: Senior Manager, Regulatory Affairs
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SECTION 3 - DESCRIPTION OF SERVICE (continued)

3.6 Unison Select Dedicated Option 2

This product is designed for customers whose monthly usage is between \$5,000 and \$9,999 at the time of signing a service term agreement. Charges for directory assistance or operator services do not contribute to the volume usage level. Inbound/Outbound and calling card calls are timed in 6 second increments after the initial 18 seconds of the call. Unison Select Dedicated Option 2 customers may choose to enter into a 12, 24 or 36 month term agreement and discounts available to the customer for the term periods listed are 18%, 22% or 26%, respectively, off their total monthly usage.

Customers who enter into a term agreement must meet an “Annual Usage Commitment Level” as described in Section 2.12. The Annual Usage Commitment is used in the calculation of the Discontinuance Charge, as described in Section 2, for early termination of an Initial Term or Renewal Term. The Discontinuance Charge includes the Annual Usage Commitment Level, usage charges up to the effective date of cancellation, installation charges and any incentives received during the term. Monthly recurring charges apply for each toll free number and dedicated access services. Data circuits require a minimum 12 month term agreement.

3.7 Unison Select Dedicated Option 3

This product is designed for customers whose monthly usage is \$10,000 or more at the time of signing a service term agreement. Charges for directory assistance or operator services do not contribute to the volume usage level. Inbound/Outbound and calling card calls are timed in 6 second increments after the initial 18 seconds of the call. Unison Select Dedicated Option 3 customers may choose to enter into a 12, 24 or 36 month term agreement and discounts available to the customer for the term periods listed are 20%, 24% or 28%, respectively, off their total monthly usage.

Customers who enter into a term agreement must meet an “Annual Usage Commitment Level” as described in Section 2.12. The Annual Usage Commitment is used in the calculation of the Discontinuance Charge, as described in Section 2, for early termination of an Initial Term or Renewal Term. The Discontinuance Charge includes the Annual Usage Commitment Level, usage charges up to the effective date of cancellation, installation charges and any incentives received during the term. Monthly recurring charges apply for each toll free number and dedicated access services. Data circuits require a minimum 12 month term agreement.

Issued: July 6, 2006

Effective: July 14, 2006

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SECTION 3 - DESCRIPTION OF SERVICE (continued)

3.8 Unison Select Switched Option 4

This product is designed for customers whose monthly usage is between \$500 and \$2,499 at the time of signing a service term agreement. Charges for directory assistance or operator services do not contribute to the volume usage level. Inbound/Outbound and calling card calls are timed in 6 second increments after the initial 18 seconds of the call. Unison Select Option 4 Switched customers may choose to enter into a 12, 24 or 36 month term agreement and discounts available to the customer for the term periods listed are 16%, 20% or 24%, respectively, off their total monthly usage.

Customers who enter into a term agreement must meet an “Annual Usage Commitment Level” as described in Section 2.12. The Annual Usage Commitment is used in the calculation of the Discontinuance Charge, as described in Section 2, for early termination of an Initial Term or Renewal Term. The Discontinuance Charge includes the Annual Usage Commitment Level, usage charges up to the effective date of cancellation, installation charges and any incentives received during the term. Monthly recurring charges apply for each toll free number.

3.9 Unison Select Switched Option 5

This product is designed for customers whose monthly usage is \$2,500 or more at the time of signing a service term agreement. Charges for directory assistance or operator services do not contribute to the volume usage level. Unison Select Option 5 Switched customers may choose to enter into a 12, 24 or 36 month term agreement and discounts available to the customer for the term periods listed are 18%, 22% or 26%, respectively, off their total monthly usage.

Customers who enter into a term agreement must meet an “Annual Usage Commitment Level” as described in Section 2.12. The Annual Usage Commitment is used in the calculation of the Discontinuance Charge, as described in Section 2, for early termination of an Initial Term or Renewal Term. The Discontinuance Charge includes the Annual Usage Commitment Level, usage charges up to the effective date of cancellation, installation charges and any incentives received during the term. Monthly recurring charges apply for each toll free number.

Issued: July 6, 2006

Effective: July 14, 2006

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SECTION 3 - DESCRIPTION OF SERVICE (continued)

3.10 Quest Option A

Quest Option A is offered as two separate classes of service. These classes of service are (1) Quest Option A Switched and (2) Quest Option A Dedicated. Quest Option A Switched is a switched access service; Quest Option A Dedicated is a dedicated access services. Calls over all of Quest Option A's classes of service are divided into the following traffic types:

- (A) Outbound Toll - All long distance calls which originate from either the subscriber's switched or dedicated access lines, and are subsequently terminated to points within the continental U.S.
- (B) Inbound 800 - All 800 calls that terminate to the subscriber's switched or dedicated access lines.
- (C) Card - All calls where the subscriber uses a personalized, plastic card describing an 800 access number, an authorization code, and dialing instructions in accessing the Company's switching facility; and whereby the dialed call is subsequently terminated to a point within the continental U.S.

Usage charges are based on class of service and accumulated minutes of use by traffic type as described in the preceding A, B and C. All Quest calls are rated based on flat rates and duration of call. There is no charge for unanswered calls. Timing for all traffic types is in 6 second increments, after the initial 18 seconds of each call. Term Discounts apply when elected by the subscriber. The customer may choose to enter into a 12, 24, or 36 month term agreement and discounts available to the customer for the term periods listed are 8%, 14%, and 17%, respectively, of their total monthly usage. Customers who enter into a term agreement must meet an "Annual Usage Commitment Level" as described in Section 2.12. The Annual Usage Commitment is used in the calculation of the Discontinuance Charge, as described in Section 2, for early termination of an Initial Term or Renewal Term.

The "Discontinuance Charge" is in addition to usage charges, installation charges and any incentives received during the term. Monthly recurring charges apply for each toll free number and dedicated access services. Data circuits require a minimum 12 month term agreement. A surcharge applies for calling card calls.

Issued: July 6, 2006

Effective: July 14, 2006

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SECTION 3 - DESCRIPTION OF SERVICE (continued)

3.11 Delta Private Line Service

This service is offered when, in the judgment of the company, adequate and appropriate facilities are available and consists of provision of an interLATA dedicated access channel suitable for analog voice or digital data communications between and/or among the company's point of presence (POP). Charges include an installation charge, a flat rate monthly recurring charge and a charge based on the airline distance between the points of presence. A monthly recurring charge discount will apply when the subscriber's private line service falls within a specified service term.

The company may also provide, to the subscriber, when InterLATA services are provided as stated above, and incidental to the provision of those services, access channels between the subscriber's premises and any other point in South Carolina not serviced by Company point of presence at rates identical to the rates of the exchange carrier so carriers providing the service. Access will be provided the subscriber on this same reimbursement rate basis for the channels connecting the subscriber premises to the company point of presence on both the originating and terminating ends.

Issued: July 6, 2006

Effective: July 14, 2006

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SECTION 3 - DESCRIPTION OF SERVICE (continued)

3.12 Operator Services

Operator Service is provided on a per call service charge basis. In addition to the per call service charge, applicable usage rates apply. This operator service is available on a 24 hour per day, seven day per week basis, on calls originated from South Carolina exchanges served by the Company.

The customer may select from the special call handling and billing arrangements specified below. Call rates and charges and applicable service charges will be assessed to the call originator, the called party's telephone number or a third party's telephone number, based upon the call type (i.e., operator dialed, collect, third number billed, or credit card billed) initiated by the call originator and the appropriate acknowledgment of other parties, where applicable.

- a) Station-to-Station
- b) Person-to-Person
- c) Third Number Billed
- d) Credit Card Billed
 - automated
 - operator assisted

Operator Services are accessed through dialing arrangements as specified below:

- 1) In "Feature Group D" equal access exchanges where the customer has chosen the Company as its primary interexchange carrier, the customer dials "00" to access the Company's Operator Service.
- 2) In exchange area where non-equal access facilities are provided, the customer may access the Company's Operator Service by dialing a 1-800 number plus the digit "0".
- 3) In instances where the customer accesses the Company's network via dedicated facilities, Operator Service may be accessed by dialing "0" over the dedicated line.

Issued: July 6, 2006

Effective: July 14, 2006

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SECTION 3 - DESCRIPTION OF SERVICE (continued)

3.13 Aspect Option D

Aspect Option D is intended only for new DeltaCom, Inc. Customers. However, a current DeltaCom, Inc. customer may convert their current service to Aspect Option D if one of the following conditions applies:

- If the customer chooses to convert their service within the initial 90 days of their current term, if the customer agrees to enter into a new term agreement, equal to or of greater length than, their present term agreement;
- If the customer's present term is within six (6) months of expiration;
- If the customer has not entered into a term agreement; or
- If the customer is adding multiple locations and/or new products that will result in an increase in the existing account by 50% or more, and the customer enters into a new term of equal or greater length than their present term.

Conversions will occur only at the customer's bill cycle.

All Aspect Option D calls are rated based on flat rates and duration of the call. Calls are timed in six (6) second increments after the initial eighteen (18) seconds of the call. Service rates are the same for inbound and outbound calls, but may be different for switched or dedicated access. Term discounts are available to customers who choose to enter into a term agreement for a period of 12, 24, or 36 months. Discounts available to the customer for the term periods listed are 5%, 7%, and 10%, respectively, of their total monthly usage.

There is no minimum usage requirement for customers who do not enter into a term agreement. Should the customer choose to enter into a term agreement, an "Annual Usage Commitment", as described in Section 2.12, will apply. The Annual Usage Commitment is used in the calculation of the Discontinuance Charge, as described in Section 2, for early termination of an Initial Term or Renewal Term.

Monthly recurring charges apply for each toll free number and installation charges apply for dedicated access services. Data circuits require a minimum 12 month term agreement. A surcharge applies for calling card calls.

Issued: July 6, 2006

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SECTION 3 - DESCRIPTION OF SERVICE (continued)

3.14 Special Offerings

3.14.1 City of Greenville Special Offering

This is a customized service that is offered only to the City of Greenville pursuant to the award under Contract 98-60 and is in effect from June 30, 1998 to June 30, 2000. The service includes intrastate, interstate and international, switched, dedicated and calling card services. All calls are timed in 6 second increments after the initial 18 seconds. Terms and conditions of service are set forth in RFP No. 9798-2702. Rates for this service are described in Section 4 of this tariff.

3.15 Inbound 800 Service Features

3.15.1 Directory Listing

This service permits an inbound 800 subscriber's 1-800-XXX-XXXX number to be placed into a third party database and made available to the general public upon request. A flat monthly recurring charge applies and an installation charge is applicable to the initial loading of the subscriber's 800 number to the third party database.

3.15.2 Toll-Free Pin Connect

Toll Free PIN-Connect is a service that enables a user to connect to a pre-determined domestic 10-digit telephone number by dialing a single toll free number and a four-digit PIN (up to 9,999 PINs) assigned by the user. Each PIN terminates to a specific 10-digit telephone number. The customer has the ability to activate each of the PINs “real-time” as needed and change PIN’s destination number “real-time.” Toll free routing features are not available on the service Incoming exclusion (blocking) indexes are available on the service.

SECTION 3 - DESCRIPTION OF SERVICE (continued)

3.16 Enhanced Toll Free Services

The following features may be obtained as an enhancement to an Inbound 800 Services described within this tariff. The rates for the following features shall be in lieu of the subscriber's rates for Inbound 800 Service.

3.16.1 Enhanced Toll Free Routing Package

Enhanced Toll Free Package provides customers with the following features, as described below: Time of Day Routing, Holiday Routing, Point of Origination Routing, Toll Free Blocking and Percent Allocation. These features can be used if the customer subscribes to the Enhanced Toll Free Routing Package, or purchased a la carte, as defined below. The monthly recurring, and installation charges apply per toll free number, regardless of the number of features ordered. Change charges apply for each subsequent change request in routing.

(A) Time of Day Routing

This feature permits the inbound 800 subscriber to arrange for calls to a single toll free service number to be routed to different locations based on a customer-defined time of day. The number of time of day routing schedules are subject to the Company's capacity to process and store routing schedules. The monthly recurring and installation charges apply per toll free number. Change charges apply for each subsequent change request in routing.

(B) Day of Week Routing

This feature permits the Inbound 800 subscriber to arrange for calls to a single toll free number to be routed to different locations based on the particular day of the week. The subscriber can establish a different routing arrangement for each day of the week, with a maximum of seven unique routing schemes. The monthly recurring and installation charges apply per toll free number. Change charges apply for each subsequent change request in routing.

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SECTION 3 - DESCRIPTION OF SERVICE (continued)

3.16 Enhanced Toll Free Services (cont'd.)

3.16.1 Enhanced Toll Free Routing Package (cont'd.)

(C) Holiday Routing

This feature permits the Inbound 800 subscriber to arrange for calls to a single toll free number to be routed to different location based on a holiday schedule or a particular day of the year. The subscriber can establish holiday routing using n Company pre-determined listing of federal or business holidays. The subscriber is allowed three day of year entries. The monthly recurring and installation charges apply per toll free number. Change charges apply for each subsequent change request in routing.

(D) Point of Origination Routing

This feature permits the Inbound 800 subscriber to arrange for calls to a single toll free number to be routed to different location based on the origination of the caller. The subscriber can establish point of origination routing using a DeltaCom, Inc. most commonly used serving area index, or by identifying specific area codes (NPA) and exchanges (NXX). The monthly recurring and installation charges apply per toll free number. Change charges apply for each subsequent change request in routing.

(E) Toll Free Blocking

This feature permits the Inbound 800 subscriber to arrange for calls to a single toll free number to be blocked based on the origination of the caller. The subscriber can establish toll free blocking using a DeltaCom, Inc. most commonly used serving area index, or by identifying specific area codes (NPA) and exchanges (NXX). The monthly recurring, and installation charges apply per toll free number. Change charges apply for each subsequent change request in routing.

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SECTION 3 - DESCRIPTION OF SERVICE (continued)

3.16 Enhanced Toll Free Services (cont'd.)

3.16.1 Enhanced Toll Free Routing Package (cont'd.)

(F) Percent Allocation

This feature permits the Inbound 800 subscriber to arrange for calls to a single toll free number to route various percentages of calls to two or more locations. The subscriber must establish a call allocation pattern where each percentage is a whole number and the total allocation equals 100 percent. The monthly recurring and installation charge apply per toll free number. Change charges apply for each subsequent change request in routing.

3.16.2 Toll Free with Call Completion

This feature permits the Inbound 800 subscriber to play pre-recorded audio messages to callers informing them of specific business conditions. The subscriber has four pre-recorded audio messages to choose from. The installation charge and monthly recurring charge applies to these pre-recorded messages. Customization of these audio messages (including foreign languages) will incur an additional Customized Announcement Creation installation charge.

3.16.3 Toll Free with Route Advance

This feature permits the dedicated Inbound 800 subscriber to control potential congestion of toll free calls by sending the overflow calls from one dedicated line to a switched line or from one dedicated line to another dedicated line, allowing for maximum completion of incoming toll free calls. The subscriber can route advance a call to a maximum of five alternate locations. Installation, monthly recurring and change charge apply.

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Effective: July 14, 2006

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SECTION 3 - DESCRIPTION OF SERVICE (continued)

3.16 Enhanced Toll Free Services (cont'd.)

3.16.4 Toll Free with DNIS Delivery

This feature permits a dedicated Inbound 800 subscriber with multiple toll free numbers terminating in the same location to identify the specific toll free number dialed by the calling party. Both installation and change charges apply. Change charges apply for subsequent changes in routing, after the initial service has been installed.

3.16.5 Toll Free with Real Time ANI Delivery

Real time automatic number identification (ANI) service is a dedicated inbound 800 feature which identifies the calling party's telephone number to the Inbound 800 subscriber, provided the terminating subscriber's Inbound 800 equipment is appropriately equipped and compatible to receive ANI from the company. A per call delivered charge is assessed for Real Time ANI delivery. Change charges apply for each subsequent change to the initial service installation.

3.16.6 Toll Free with Menu-Prompted Routing

This feature permits the Inbound 800 subscriber to route calls based on the number dialed by the caller. Menu-Prompted Routing is a network-based voice response system that instructs the call to dial a key to be directed to the location of choice. The audio message that provided caller instructions are customizable. The subscriber can create up to three levels of voice response processing. Both installation and monthly recurring charges apply. Change charges apply for each subsequent change to the initial service installation.

SECTION 3 - DESCRIPTION OF SERVICE (continued)

3.17 Directory Assistance Services

3.17.1 Directory Assistance

Directory Assistance provides the calling party with the ability to obtain name, address and/or telephone number for a listed telephone subscriber. Directory Assistance is reached by dialing 1 + area code + 555-1212. Up to two subscriber listings, within the area code dialed, may be obtained on each call to Directory Assistance. A Directory Assistance charge will be applicable for each Directory Assistance call whether or not the subscriber information was available (e.g., when the requested telephone number is unlisted, non-published or no record can be found). A credit will be given for calls to Directory Assistance when:

- the customer is unable to use a telephone directory because of visual or physical handicap; however, must be for personal use and billed to the handicapped customer's residential telephone number,
- the customer experiences poor transmission or is cut-off during the call,
- the customer is given an incorrect telephone number, or
- the customer inadvertently misdials (e.g. the caller dialed 1-205-555-1212 when they intended to dial 1-202-555-1212).

Customers may receive credit by notifying the company's business office.

3.17.2 Directory Assistance Call Completion

Directory Assistance Call Completion (DACC) is an optional service available for business and residential Customers accessing the Company's Directory Assistance Service. Directory Assistance Customers may choose to have the Company Directory Assistance Operator complete the call to the telephone number requested without requiring the Customer to redial the number. A Directory Assistance Call Completion Surcharge will apply whether or not the call is answered by the called party or the calling party receives a busy signal. These charges are in addition to the Directory Assistance charge for determining the telephone number requested by the Customer and in addition to any applicable Operator Service charges associated with placing the call.

This service is available where facilities permit and may not be available to all Customers.

Issued: July 6, 2006

Effective: July 14, 2006

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SECTION 3 - DESCRIPTION OF SERVICE (continued)

3.18 Patron

Customers may convert their current service to Patron if the Customer is within the last 6 months of their present term. Calls are timed in 6-second increments after the initial 18 seconds of each call. The Customer must choose to enter into a 12, 24, or 36-month term agreement to qualify to receive Patron. If the Customer chooses to extend their new term as a Patron Customer by one year of their previous term, the Customer will receive an additional 3% discount.

If an existing Patron Customer has more than \$1500.00 of switched long distance usage, the Customer's service will convert to Unison Plus. Should this occur, all Unison Plus terms and conditions will apply.

Customers who enter into a term agreement must meet a "Annual Usage Commitment Level" as described in Section 2. The requirement to maintain the "Annual Usage Commitment Level" applies as long as the Customer maintains service with the Company.

3.19 Frame Relay

Frame Relay Service is a virtual digital private line arrangement that connects two or more locations. The port connection interfaces the customer premises with the frame relay network, in conjunction with a digital special access line. Each port connection will have a minimum of 1 PVC (Permanent Virtual Circuit), which defines the specific path, or address, for data sent by the customer to another location. The port connection can accommodate multiple PVC's for increased capacity and/or connectivity to other locations. The minimum service period is one year. Installation and monthly recurring charges apply.

If a Customer, who has entered into a frame relay/data term agreement, terminates the agreement before the expiration of the term, in addition to all accrued monthly charges, a "Discontinuance Charge", as described in Section 2, will be charged to the Customer. In addition to the "Discontinuance Charge", the Customer will be charged for all waived installation charges and any incentives received during the term. Data circuits require a minimum 12-month term agreement.

SECTION 3 - DESCRIPTION OF SERVICE (continued)

3.20 Frame Relay with NNI Interface

The Company's Frame Relay Service is a virtual digital private line arrangement that connects two or more locations. The port connection uses a LEC UNI interface to the LEC's frame relay network, in conjunction with DeltaCom, Inc.'s frame relay connections through NNI interfaces. Each port connection will have a minimum of one (1) PVC (Permanent Virtual Circuit), which defines the specific path, or address, for data sent by the customer to another location. The port connection can accommodate multiple PVC's for increased capacity and/or connectivity to other locations. The minimum service period is one year. Installation and monthly recurring charges apply.

If a Customer, who has entered into a frame relay/data term agreement, terminates the agreement before the expiration of the term, in addition to all accrued monthly charges, a "Discontinuance Charge", as described in Section 2, will be charged to the Customer. In addition to the "Discontinuance Charge", the Customer will be charged for all waived installation charges and any incentives received during the term. Data circuits require a minimum 12-month term agreement.

3.21 ISDN

The Company's ISDN service is an addition to Enhanced Data Service offerings. ISDN is a network architecture that supports existing and future voice and data services (integrated access) over either single lines (BRI, or Basic Rate Interface) or T1 (PRI, or Primary Rate Interface) digital lines. Private lines may be provided over ISDN PRI. PRI will use a multi-purpose, digital interface T1, 23 bearer channels for transporting user information (voice, data, etc.), 1 D channel for out-of-band signaling, a bit rate of 64K per channel. Providing PRI in this manner reduces call set-up time and improves efficiencies of trunk use for both voice and data. Switched 64K/BRI service is offered based on the rate of the service the customer subscribes to. Monthly recurring and miscellaneous charges apply for PRI services as described in Section 4 of this tariff. Three year term plans allow for waiver of installation costs. BRI will be offered using switched 64K access, via local line ANI assignment and local access/BRI service, but is not available in all cities. Calls will be rated at the rates of the service the customer subscribes to, with all volume and term discounts applying; there will be no additional monthly charges. Call costs are based on each 64K line usage. For example, if two BRI-64K lines are combined for bandwidth, the call will be rated at the rate of the service the customer subscribes to times the number of lines (2).

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Effective: July 14, 2006

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SECTION 3 - DESCRIPTION OF SERVICE (continued)

3.22 DeltaCom Business Connections Switched Option 1

This product is designed for customers whose monthly usage is less than \$400 at the time of signing a service term agreement. Charges for directory assistance, operator services or recurring monthly feature charges do not contribute to the volume usage level. All calls are timed in 6 second increments after the initial 18 seconds of the call. Business Connections Option 1 Switched customers may choose to enter into a 12, 24 or 36 month term agreement and discounts available to the customer for the term periods listed are 0%, 3% or 7%, respectively, off their total monthly usage.

Customers who enter into a term agreement must meet an “Annual Usage Commitment Level” as described in Section 2.12. The Annual Usage Commitment is used in the calculation of the Discontinuance Charge, as described in Section 2, for early termination of an Initial Term or Renewal Term. The Customer is responsible for payment of usage charges up to the date of effective cancellation as well as any installation charges and any incentives received during the term. Monthly recurring charges apply for each toll free number and dedicated access services. Data circuits require a minimum 12-month term agreement.

Issued: July 6, 2006

Effective: July 14, 2006

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SECTION 3 - DESCRIPTION OF SERVICE (continued)

3.23 DeltaCom Business Connections Switched Option 2

This product is designed for customers whose monthly usage is between \$400 and \$1,499 at the time of signing a service term agreement. Charges for directory assistance, operator services or recurring monthly feature charges do not contribute to the volume usage level. All calls are timed in 6 second increments after the initial 18 seconds of the call. Business Connections Option 2 Switched customers may choose to enter into a 12, 24 or 36 month term agreement and discounts available to the customer for the term periods listed are 13%, 17% or 21%, respectively, off their total monthly usage.

Customers who enter into a term agreement must meet an "Annual Usage Commitment Level" as described in Section 2.12. The Annual Usage Commitment is used in the calculation of the Discontinuance Charge, as described in Section 2, for early termination of an Initial Term or Renewal Term. The Customer is responsible for payment of usage charges up to the date of effective cancellation as well as any installation charges and any incentives received during the term. Monthly recurring charges apply for each toll free number.

3.24 DeltaCom Business Connections Switched Option 3

This product is designed for customers whose monthly usage is \$1,500 or more at the time of signing a service term agreement. Charges for directory assistance, operator service or recurring monthly feature charges do not contribute to the volume usage level. All calls are timed in 6 second increments after the initial 18 seconds of the call. Business Connections Option 3 Switched customers may choose to enter into a 12, 24 or 36 month term agreement and discounts available to the customer for the term periods listed are 19%, 22% or 28%, respectively, off their total monthly usage.

Customers who enter into a term agreement must meet an "Annual Usage Commitment Level", as described in Section 2. The Annual Usage Commitment is used in the calculation of the Discontinuance Charge, as described in Section 2.12, for early termination of an Initial Term or Renewal Term. The Customer is responsible for payment of usage charges up to the date of effective cancellation as well as any installation charges and any incentives received during the term. Monthly recurring charges apply for each toll free number.

Issued: July 6, 2006

Effective: July 14, 2006

Issued By: Senior Manager, Regulatory Affairs
DeltaCom, Inc.
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SECTION 3 - DESCRIPTION OF SERVICE (continued)

3.25 DeltaCom Business Connections Dedicated Option 4

This product is designed for customers whose monthly usage is less than \$2,000 at the time of signing a service term agreement. Charges for directory assistance, operator services, recurring monthly feature charges or dedicated access recurring monthly charges do not contribute to the volume usage level. All calls are timed in 6 second increments after the initial 18 seconds of the call. Business Connections Dedicated Option 4 customers may choose to enter into a 12, 24 or 36 month term agreement and discounts available to the customer for the term periods listed are 12%, 16% or 20%, respectively, off their total monthly usage.

Customers who enter into a term agreement must meet an “Annual Usage Commitment Level”, as described in Section 2.12. The Annual Usage Commitment is used in the calculation of the Discontinuance Charge, as described in Section 2, for early termination of an Initial Term or Renewal Term. The Customer is responsible for payment of usage charges up to the date of effective cancellation as well as any installation charges and any incentives received during the term. Monthly recurring charges apply for each toll free number and dedicated access services. Data circuits require a minimum 12-month term agreement.

3.26 DeltaCom Business Connections Dedicated Option 5

This product is designed for customers whose monthly usage is between \$2,000 and \$4,999 at the time of signing a service term agreement. Charges for directory assistance, operator services, recurring monthly feature charges or dedicated access recurring monthly charges do not contribute to the volume usage level. All calls are timed in 6 second increments after the initial 18 seconds of the call. Business Connections Dedicated Option 5 customers may choose to enter into a 12, 24 or 36 month term agreement and discounts available to the customer for the term periods listed are 28%, 31% or 34%, respectively, off their total monthly usage.

Customers who enter into a term agreement must meet an “Annual Usage Commitment Level”, as described in Section 2.12. The Annual Usage Commitment is used in the calculation of the Discontinuance Charge, as described in Section 2, for early termination of an Initial Term or Renewal Term. The Customer is responsible for payment of usage charges up to the date of effective cancellation as well as any installation charges and any incentives received during the term. Monthly recurring charges apply for each toll free number and dedicated access services. Data circuits require a minimum 12-month term agreement.

SECTION 3 - DESCRIPTION OF SERVICE (continued)

3.27 DeltaCom Business Connections Dedicated Option 6

This product is designed for customers whose monthly usage is between \$5,000 and \$9,999 at the time of signing a service term agreement. Charges for directory assistance, operator services, recurring monthly feature charges or dedicated access recurring monthly charges do not contribute to the volume usage level. All calls are timed in 6 second increments after the initial 18 seconds of the call. Business Connections Dedicated Option 6 customers may choose to enter into a 12, 24 or 36 month term agreement and discounts available to the customer for the term periods listed are 30%, 33% or 38%, respectively, off their total monthly usage.

Customers who enter into a term agreement must meet an “Annual Usage Commitment Level”, as described in Section 2.12. The Annual Usage Commitment is used in the calculation of the Discontinuance Charge, as described in Section 2, for early termination of an Initial Term or Renewal Term. The Customer is responsible for payment of usage charges up to the date of effective cancellation as well as any installation charges and any incentives received during the term. Monthly recurring charges apply for each toll free number and dedicated access services. Data circuits require a minimum 12-month term agreement.

3.28 DeltaCom Business Connections Dedicated Option 7

This product is designed for customers whose monthly usage is \$10,000 or more at the time of signing a service term agreement. Charges for directory assistance, operator services, recurring monthly feature charges or dedicated access recurring monthly charges do not contribute to the volume usage level. All calls are timed in 6 second increments after the initial 18 seconds of the call. Business Connections Dedicated Option 7 customers may choose to enter into a 12, 24 or 36 month term agreement and discounts available to the customer for the term periods listed are 32%, 36% or 40%, respectively, off their total monthly usage.

Customers who enter into a term agreement must meet an “Annual Usage Commitment Level”, as described in Section 2.12. The Annual Usage Commitment is used in the calculation of the Discontinuance Charge, as described in Section 2, for early termination of an Initial Term or Renewal Term. The Customer is responsible for payment of usage charges up to the date of effective cancellation as well as any installation charges and any incentives received during the term. Monthly recurring charges apply for each toll free number and dedicated access services. Data circuits require a minimum 12-month term agreement.

SECTION 3 - DESCRIPTION OF SERVICE (continued)

3.29 DeltaCom EnterpriseLD Switched Option 1

This product is designed for customers whose monthly usage is less than \$400 at the time of signing a service term agreement. Charges for directory assistance or operator services do not contribute to the volume usage level. All calls are timed in 6 second increments after the initial 18 seconds of the call. EnterpriseLD Option 1 Switched customers may choose to enter into a 12, 24 or 36 month term agreement and discounts available to the customer for the term periods listed are 5%, 9% or 13%, respectively, off their total monthly usage.

Customers who enter into a term agreement must meet an “Annual Usage Commitment Level”, as described in Section 2.12. The Annual Usage Commitment is used in the calculation of the Discontinuance Charge, as described in Section 2, for early termination of an Initial Term or Renewal Term. The Customer is responsible for payment of usage charges up to the date of effective cancellation as well as any installation charges and any incentives received during the term. Monthly recurring charges apply for each toll free number.

3.30 DeltaCom EnterpriseLD Switched Option 2

This product is designed for customers whose monthly usage is above \$400 at the time of signing a service term agreement. Charges for directory assistance or operator services do not contribute to the volume usage level. All calls are timed in 6 second increments after the initial 18 seconds of the call. EnterpriseLD Option 2 Switched customers may choose to enter into a 12, 24 or 36 month term agreement and discounts available to the customer for the term periods listed are 10%, 13% or 19%, respectively, off their total monthly usage.

Customers who enter into a term agreement must meet an “Annual Usage Commitment Level”, as described in Section 2.12. The Annual Usage Commitment is used in the calculation of the Discontinuance Charge, as described in Section 2, for early termination of an Initial Term or Renewal Term. The Customer is responsible for payment of usage charges up to the date of effective cancellation as well as any installation charges and any incentives received during the term. Monthly recurring charges apply for each toll free number.

SECTION 3 - DESCRIPTION OF SERVICE (continued)

3.31 DeltaCom EnterpriseLD Dedicated Option 3

This product is designed for customers whose monthly usage is less than \$1,500 at the time of signing a service term agreement. Charges for directory assistance or operator services do not contribute to the volume usage level. All calls are timed in 6 second increments after the initial 18 seconds of the call. EnterpriseLD Dedicated Option 3 customers may choose to enter into a 12, 24 or 36 month term agreement and discounts available to the customer for the term periods listed are 0%, 2% or 5%, respectively, off their total monthly usage.

Customers who enter into a term agreement must meet an “Annual Usage Commitment Level”, as described in Section 2.12. The Annual Usage Commitment is used in the calculation of the Discontinuance Charge, as described in Section 2, for early termination of an Initial Term or Renewal Term. The Customer is responsible for payment of usage charges up to the date of effective cancellation as well as any installation charges and any incentives received during the term. Monthly recurring charges apply for each toll free number and dedicated access services. Data circuits require a minimum 12-month term agreement.

3.32 DeltaCom EnterpriseLD Dedicated Option 4

This product is designed for customers whose monthly usage is between \$1,500 and \$4,999 at the time of signing a service term agreement. Charges for directory assistance or operator services do not contribute to the volume usage level. All calls are timed in 6 second increments after the initial 18 seconds of the call. EnterpriseLD Dedicated Option 4 customers may choose to enter into a 12, 24 or 36 month term agreement and discounts available to the customer for the term periods listed are 15%, 20% or 25%, respectively, off their total monthly usage.

Customers who enter into a term agreement must meet an “Annual Usage Commitment Level”, as described in Section 2.12. The Annual Usage Commitment is used in the calculation of the Discontinuance Charge, as described in Section 2, for early termination of an Initial Term or Renewal Term. The Customer is responsible for payment of usage charges up to the date of effective cancellation as well as any installation charges and any incentives received during the term. Monthly recurring charges apply for each toll free number and dedicated access services. Data circuits require a minimum 12-month term agreement.

Issued: July 6, 2006

Effective: July 14, 2006

Issued By: Senior Manager, Regulatory Affairs
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SECTION 3 - DESCRIPTION OF SERVICE (continued)

3.33 DeltaCom EnterpriseLD Dedicated Option 5

This product is designed for customers whose monthly usage is above \$5,000 at the time of signing a service term agreement. Charges for directory assistance or operator services do not contribute to the volume usage level. All calls are timed in 6 second increments after the initial 18 seconds of the call. EnterpriseLD Dedicated Option 5 customers may choose to enter into a 12, 24 or 36 month term agreement and discounts available to the customer for the term periods listed are 21%, 25% or 28%, respectively, off their total monthly usage

Customers who enter into a term agreement must meet an “Annual Usage Commitment Level”, as described in Section 2.12. The Annual Usage Commitment is used in the calculation of the Discontinuance Charge, as described in Section 2, for early termination of an Initial Term or Renewal Term. The Customer is responsible for payment of usage charges up to the date of effective cancellation as well as any installation charges and any incentives received during the term. Monthly recurring charges apply for each toll free number and dedicated access services. Data circuits require a minimum 12-month term agreement.

3.34 Employee Discount Program

Current Company employees are eligible to receive discounted residential Long Distance Service subject to credit approval. In the event the employee terminates employment or is dismissed, the former employee is no longer eligible for this program.

Issued: July 6, 2006

Effective: July 14, 2006

Issued By: Senior Manager, Regulatory Affairs
DeltaCom, Inc.
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SECTION 3 - DESCRIPTION OF SERVICE (continued)

3.35 DeltaCom HorizonLD Switched Option 1

This product is designed for customers whose monthly usage is less than \$400 at the time of signing a service term agreement. Charges for directory assistance or operator services do not contribute to the volume usage level. All calls are timed in 6 second increments after the initial 18 seconds of the call. HorizonLD Option 1 Switched customers may choose to enter into a 12, 24 or 36 month term agreement and discounts available to the customer for the term periods listed are 5%, 9% or 13%, respectively, off their total monthly usage.

Customers who enter into a term agreement must meet an “Annual Usage Commitment Level”, as described in Section 2.12. The Annual Usage Commitment is used in the calculation of the Discontinuance Charge, as described in Section 2, for early termination of an Initial Term or Renewal Term. The Customer is responsible for payment of usage charges up to the date of effective cancellation as well as any installation charges and any incentives received during the term. Monthly recurring charges apply for each toll free number.

3.36 DeltaCom HorizonLD Switched Option 2

This product is designed for customers whose monthly usage is above \$400 at the time of signing a service term agreement. Charges for directory assistance or operator services do not contribute to the volume usage level. All calls are timed in 6 second increments after the initial 18 seconds of the call. HorizonLD Option 2 Switched customers may choose to enter into a 12, 24 or 36 month term agreement and discounts available to the customer for the term periods listed are 10%, 13% or 19%, respectively, off their total monthly usage.

Customers who enter into a term agreement must meet an “Annual Usage Commitment Level”, as described in Section 2.12. The Annual Usage Commitment is used in the calculation of the Discontinuance Charge, as described in Section 2, for early termination of an Initial Term or Renewal Term. The Customer is responsible for payment of usage charges up to the date of effective cancellation as well as any installation charges and any incentives received during the term. Monthly recurring charges apply for each toll free number.

Issued: July 6, 2006

Effective: July 14, 2006

Issued By: Senior Manager, Regulatory Affairs
DeltaCom, Inc.
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SECTION 3 - DESCRIPTION OF SERVICE (continued)

3.37 DeltaCom HorizonLD Dedicated Option 3

This product is designed for customers whose monthly usage is less than \$1,500 at the time of signing a service term agreement. Charges for directory assistance or operator services do not contribute to the volume usage level. All calls are timed in 6 second increments after the initial 18 seconds of the call. HorizonLD Dedicated Option 3 customers may choose to enter into a 12, 24 or 36 month term agreement and discounts available to the customer for the term periods listed are 0%, 2% or 5%, respectively, off their total monthly usage.

Customers who enter into a term agreement must meet an “Annual Usage Commitment Level”, as described in Section 2.12. The Annual Usage Commitment is used in the calculation of the Discontinuance Charge, as described in Section 2, for early termination of an Initial Term or Renewal Term. The Customer is responsible for payment of usage charges up to the date of effective cancellation as well as any installation charges and any incentives received during the term. Monthly recurring charges apply for each toll free number and dedicated access services. Data circuits require a minimum 12-month term agreement.

3.38 DeltaCom HorizonLD Dedicated Option 4

This product is designed for customers whose monthly usage is between \$1,500 and \$4,999 at the time of signing a service term agreement. Charges for directory assistance or operator services do not contribute to the volume usage level. All calls are timed in 6 second increments after the initial 18 seconds of the call. HorizonLD Dedicated Option 4 customers may choose to enter into a 12, 24 or 36 month term agreement and discounts available to the customer for the term periods listed are 15%, 20% or 25%, respectively, off their total monthly usage.

Customers who enter into a term agreement must meet an “Annual Usage Commitment Level”, as described in Section 2.12. The Annual Usage Commitment is used in the calculation of the Discontinuance Charge, as described in Section 2, for early termination of an Initial Term or Renewal Term. The Customer is responsible for payment of usage charges up to the date of effective cancellation as well as any installation charges and any incentives received during the term. Monthly recurring charges apply for each toll free number and dedicated access services. Data circuits require a minimum 12-month term agreement.

SECTION 3 - DESCRIPTION OF SERVICE (continued)

3.39 DeltaCom HorizonLD Dedicated Option 5

This product is designed for customers whose monthly usage is above \$5,000 at the time of signing a service term agreement. Charges for directory assistance or operator services do not contribute to the volume usage level. All calls are timed in 6 second increments after the initial 18 seconds of the call. HorizonLD Dedicated Option 5 customers may choose to enter into a 12, 24 or 36 month term agreement and discounts available to the customer for the term periods listed are 21%, 25% or 28%, respectively, off their total monthly usage.

Customers who enter into a term agreement must meet an “Annual Usage Commitment Level”, as described in Section 2.12. The Annual Usage Commitment is used in the calculation of the Discontinuance Charge, as described in Section 2, for early termination of an Initial Term or Renewal Term. The Customer is responsible for payment of usage charges up to the date of effective cancellation as well as any installation charges and any incentives received during the term. Monthly recurring charges apply for each toll free number and dedicated access services. Data circuits require a minimum 12-month term agreement.

SECTION 3 - DESCRIPTION OF SERVICE (continued)

3.40 100 FreeLD

100Free LD is a business service that is available to new customers who subscribe to the Select 100 local product in the Company's Local tariff. 100Free LD rates are based on flat rates and duration of the call. Domestic Inbound/Outbound long distance calls are timed in 6-second increments after the initial 60 seconds of the call. The customer will receive 100 free long distance minutes per line per month, aggregated at the account level. Free minutes from this combined total are applied as aggregate usage accrues. The rate per minute is not applicable to international, calling card, operator services or directory assistance charges. There are no violations for discontinuance of service. If a 100Free LD customer cancels local service with the Company, at any time, they will be converted to Business Connections long distance rates. No term discounts apply.

One monthly recurring fee will apply for subscription to both long distance and local service; however, the fee can be waived if the customer subscribes to on-line billing through the Company's free eBillMaster billing service.

100Free LD may not be available in all areas. Customers can contact one of the Company's customer service representatives at 1-800-239-3000 to find out where this service is available in their area.

3.41 Associations Program

The Associations Program is available to new customers, and/or existing customers with expired term agreements, which are members of a recognized professional or trade association. Eligible customers will receive an additional 3% discount off local, long distance, and Internet service, excluding taxes, non-recurring charges, operator assistance, directory assistance, regulatory line charges and/or surcharges. Certification of Association membership is required and will be verified periodically. Misrepresentation of membership could result in removal of discounts.

Issued: July 6, 2006

Effective: July 14, 2006

Issued By: Senior Manager, Regulatory Affairs
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SECTION 3 - DESCRIPTION OF SERVICE (continued)

3.42 T LD Plan

T LD Plan is a business service that is available to new customers who subscribe to the T-PAC, T-PAC Remote, Simplici-T, Simplici-T 3.0, Simplici-T PRI Simplici-T Plus, Simpli-Business, IVP, and DVP products, and to new and existing customers who subscribe to DUNE and Unity local products, as defined in the Company’s South Carolina Tariff PSC No. 1. T LD Plan rates are based on flat rates and duration of the call. Intrastate inbound/outbound long distance calls as well as calling card calls are timed in 6-second increments after the initial 18 seconds of the call. T-PAC, T-PAC Remote, Simplici-T, Simplici-T 3.0, Simplici-T PRI, Simplici-T Plus, Simpli-Business, IVP, DVP and DUNE local customers will receive 100 free long distance minutes per voice line or voice channel enabled and Unity local customers will receive 2400 free long distance minutes (total, whether applied to intrastate, interstate, outbound or inbound minutes) per T-1, per account per month, aggregated across all T-1 active channels. Unused free minutes do not carry over to the next month. The applicable rates per minute, as set forth in the Rates Section of this tariff, do not apply to operator services or directory assistance charges.

If, at any time, a T LD Plan customer cancels local service with the Company, they will automatically be converted to the appropriate Business Connections long distance product.

T LD Plan requires no term agreement. However, Customers who enter into a term agreement may incur a Discontinuance Charge, as described in Section 2, for early termination of an Initial Term or Renewal Term. The Customer is responsible for payment of usage charges up to the date of effective cancellation as well as any installation charges and any incentives received during the term.

Issued: July 6, 2006

Effective: July 14, 2006

Issued By:

Senior Manager, Regulatory Affairs
DeltaCom, Inc.
7037 Old Madison Pike
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SECTION 3 - DESCRIPTION OF SERVICE (continued)

3.43 S100 LD Plan

S100 LD Plan is a business service that is available to new customers who subscribe to the Select 100 local product in the Company's Local tariff. S100 LD Plan rates are based on flat rates and duration of the call. Domestic Inbound/Outbound long distance calls are timed in 6-second increments after the initial 60 seconds of the call. The customer will receive 100 free long distance minutes per line per month, aggregated at the account level. Free minutes from this combined total are applied as aggregate usage accrues. The rate per minute is not applicable to international, calling card, operator services or directory assistance charges. There are no violations for discontinuance of service. If a S100 LD Plan customer cancels local service with the Company, at any time, they will be converted to Business Connections long distance rates. No term discounts apply.

One monthly recurring fee will apply for subscription to both long distance and local service; however, the fee can be waived if the customer subscribes to on-line billing through the Company's free eBillMaster billing service.

S100 LD Plan may not be available in all areas. Customers can contact one of the Company's customer service representatives at 1-800-239-3000 to find out where this service is available in their area.

Issued: July 6, 2006

Effective: July 14, 2006

Issued By: Senior Manager, Regulatory Affairs
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SECTION 3 - DESCRIPTION OF SERVICE (continued)

3.44 EZ LD Long Distance

3.44.1 EZ LD Switched Long Distance

EZ LD Switched Long Distance is a direct dialed outbound and inbound long distance service designed for Business Customers located in BellSouth ILEC territories whose monthly billed intrastate outbound and inbound usage is less than 60% of the Customer's total outbound and inbound long distance usage. The product is marketed to new Customers or current Customers who are adding stand alone long distance locations to their accounts and meet the above eligibility requirement. This product is not available for subscription by customers on lines with local service provided by another Competitive Local Exchange Carrier (CLEC). Additionally, unless offered in conjunction with a promotional offering, this product is not available for subscription on lines with local service provided by the Company.

In the event Customer's intrastate outbound and inbound long distance usage rises above 60% of total outbound and inbound long distance usage during a monthly billing cycle, the Company reserves the right to offer customer an alternate long distance product or terminate service.

A monthly fee, dependent upon the Customer's commitment to a monthly long distance usage volume level as defined in Section 4 of this Tariff, applies for this service. This fee is independent of the volume level commitments and is not included in the calculation used to reach the commitment amount. Although no term commitment is required, the Monthly Fee is waived for those Customers who sign a one-year term agreement. No additional discounts will be applied to the published rates.

The volume level commitment is based on total usage charges during a monthly billing period. Eligible usage includes Customer's outbound, inbound, international, calling card and directory assistance charges originating or terminating to telephone numbers utilizing BellSouth as the local service provider and established on one of the EZ LD Switched Long Distance options.

Issued: July 6, 2006

Effective: July 14, 2006

Issued By: Senior Manager, Regulatory Affairs
DeltaCom, Inc.
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SECTION 3 - DESCRIPTION OF SERVICE (continued)

3.44 EZ LD Long Distance (cont'd.)

3.44.1 EZ LD Switched Long Distance (cont'd.)

No other charges, including taxes and the monthly fee, if applicable, will be eligible in attaining the commitment. If the total monthly usage does not meet the minimum volume commitment level, the Customer will be billed an amount that will meet the minimum volume commitment level. The amount will appear as a separate line item on the customer's bill and will be identified as "Volume Level Shortfall Amount." Taxes and surcharges apply to the Volume Level Shortfall Amount. Customers with multiple locations and/or multiple accounts in a group account will be evaluated on an individual account basis.

Discontinuance provisions apply as set forth in Section 2, except that, in place of the Annual Usage Commitment Level in the Discontinuance Charge calculation, Customers who sign a term agreement will be charged an amount equal to the monthly volume level commitment amount multiplied by the number of months remaining in the term, on a per-location basis. This discontinuance penalty applies at the time of cancellation regardless of amounts paid in excess of previous months' volume level commitment. In addition, the Company will seek repayment of all monthly and non-recurring fees waived through the date of cancellation. In the event Customer is unable to continue to meet the percentage usage requirements for this product and service is terminated by the Company, no discontinuance charges will be assessed. If customer chooses to transfer service to an alternate product and service is subsequently terminated, Discontinuance Charges will apply under the new product.

Calls are billed in six (6) second increments following an initial billing period of eighteen (18) seconds. Interstate and international service is offered in conjunction with intrastate service.

Issued: July 6, 2006

Effective: July 14, 2006

Issued By: Senior Manager, Regulatory Affairs
DeltaCom, Inc.
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SECTION 3 - DESCRIPTION OF SERVICE (continued)

3.44 EZ LD Long Distance (cont'd.)

3.44.2 EZ LD Dedicated Long Distance

EZ LD Dedicated Long Distance is a direct dialed outbound and inbound long distance service designed for Business Customers whose monthly billed intrastate outbound and inbound usage is less than 60% of the Customer's total outbound and inbound long distance usage. The product is marketed to new Customers or current Customers who are adding stand alone long distance locations to their accounts in areas where the Company can deliver dedicated T-1 loops and meet the above eligibility requirement. Unless offered in conjunction with a promotional offering, this product is not available for subscription on lines with local service provided by the Company.

A minimum one-year term agreement is required for this service. In the event Customer's intrastate outbound and inbound long distance usage rises above 60% of total outbound and inbound long distance usage during a monthly billing cycle, the Company reserves the right to offer customer an alternate long distance product or terminate service.

Installation fees will be billed at a rate of 50% on a one year term and waived with a term of greater duration. No additional discounts will be applied to the published rates.

The volume level commitment is based on total usage charges during a monthly billing period. Eligible usage includes Customer's outbound, inbound, international, calling card and directory assistance charges originating or terminating to telephone numbers established on the dedicated T-1 and subscribed to one of the Options listed in Section 4 of this Tariff. No other charges, including taxes, will be eligible in attaining the commitment. If the total monthly usage does not meet the minimum volume commitment level, the Customer will be billed an amount that will meet the minimum volume commitment level. The amount will appear as a separate line item on the customer's bill and will be identified as "Volume Level Shortfall Amount." Taxes and surcharges apply to the Volume Level Shortfall Amount. Customers with multiple locations and/or multiple accounts in a group account will be evaluated on an individual account basis.

Issued: July 6, 2006

Effective: July 14, 2006

Issued By: Senior Manager, Regulatory Affairs
DeltaCom, Inc.
7037 Old Madison Pike
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SECTION 3 - DESCRIPTION OF SERVICE (continued)

3.44 EZ LD Long Distance (cont'd.)

3.44.2 EZ LD Dedicated Long Distance (cont'd.)

Discontinuance provisions apply as set forth in Section 2, except that, in place of the Annual Usage Commitment Level in the Discontinuance Charge calculation, Customers will be charged an amount equal to the monthly volume level commitment amount multiplied by the number of months remaining in the term, on a per-location basis. This discontinuance penalty applies at the time of cancellation regardless of amounts paid in excess of previous months' volume level commitment. In addition, the Company will seek repayment of all monthly and non-recurring fees waived through the date of cancellation. In the event Customer is unable to continue to meet the percentage usage requirements for this product and service is terminated by the Company, no discontinuance charges will be assessed. If customer chooses to transfer service to an alternate product and service is subsequently terminated, Discontinuance Charges will apply under the new product.

Calls are billed in six (6) second increments following an initial billing period of eighteen (18) seconds. Interstate and international service is offered in conjunction with intrastate service.

Issued: July 6, 2006

Effective: July 14, 2006

Issued By: Senior Manager, Regulatory Affairs
DeltaCom, Inc.
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SECTION 3 - DESCRIPTION OF SERVICE (continued)

3.45 SimpliVoice Unlimited Long Distance

SimpliVoice Unlimited Long Distance is a direct dialed outbound and inbound long distance service offered only in conjunction with the SimpliVoice local bundled product. The SimpliVoice Unlimited Long Distance plan provides the Customer with unlimited minutes of long distance usage for a flat rate monthly charge (certain restrictions apply as outlined below). Unused minutes will not roll over to the next month. This service is not offered on an intraLATA only basis, and is not offered as a stand-alone service. All lines in a single account must have this product in order to realize the full benefits. A monthly fee per line, as defined the Rates Section of this Tariff, applies for this service. No additional discounts will be applied to the published rates.

SimpliVoice Unlimited rates are based on flat rates and duration of the call. Domestic Inbound/Outbound long distance calls are timed in 6-second increments after the initial 30 seconds of the call. The rate per minute is not applicable to international, calling card, operator services, directory assistance charges, multi-part conference calls, calls to 900, 976, 700 numbers, calls to access information services, and toll free calling. Eligible unlimited usage includes Customer's domestic outbound, inter and intraLATA long distance calls. Inbound, international, calling card, Directory Assistance, and Operator Services are not eligible.

This service cannot be used to place calls to online services, Internet access, and broadcast facsimile services. This service cannot be used for call center or auto-dialer applications. This service shall not be used by businesses that aggregate end user traffic.

Issued: July 6, 2006

Effective: July 14, 2006

Issued By: Senior Manager, Regulatory Affairs
DeltaCom, Inc.
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SECTION 3 - DESCRIPTION OF SERVICE (continued)

3.45 SimpliVoice Unlimited Long Distance (cont'd.)

If the Company determines that the Customer's total long distance plan usage is excessive, the Customer may be subject to an additional rate per minute charge per month for which the usage was excessive. For the purpose of this plan, excessive usage is defined as total plan usage per account that exceeds 10 times the Company's average usage for all Customers subscribing to this same plan. In the alternative, at the Company's sole discretion, the Customer may be required to change to another calling plan.

SimpliVoice Unlimited LD requires no term agreement. However, Customers who enter into a term agreement may incur a Discontinuance Charge, as described in Section 2.15.2, for early termination of an Initial Term or Renewal Term.

One monthly recurring fee will apply for subscription to both long distance and local service; however, the fee can be waived if the customer subscribes to on-line billing through the Company's free eBillMaster billing service.

If a SimpliVoice Unlimited LD customer cancels local service with the Company, at any time, they will be converted to EZ LD Switched long distance rates.

Issued: July 6, 2006

Effective: July 14, 2006

Issued By: Senior Manager, Regulatory Affairs
DeltaCom, Inc.
7037 Old Madison Pike
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SECTION 3 - DESCRIPTION OF SERVICE (continued)

3.46 SimpliVoice LD

SimpliVoice LD is a direct dialed outbound and inbound long distance service offered only in conjunction with the SimpliVoice local product. This service is not offered on an intraLATA only basis, and is not offered as a stand-alone service. All lines in a single account must have this product in order to realize the full benefits.

SimpliVoice LD rates are based on flat rates and duration of the call. Domestic Inbound/Outbound long distance calls are timed in 6-second increments after the initial 30 seconds of the call. The rate per minute is not applicable to international, calling card, operator services, or directory assistance charges. All usage will be charged the plan rates per minute.

A monthly fee, dependent upon the Customer's commitment to a monthly long distance usage volume level as defined the Rates Section of this Tariff, applies for this service. This fee is independent of the volume level commitments and is not included in the calculation used to reach the commitment amount. Although no term commitment is required, the Monthly Fee is waived for those Customers who sign a term agreement. No additional discounts will be applied to the published rates.

The volume level commitment is based on total usage charges during a monthly billing period. Eligible usage includes Customer's outbound, inbound, international, calling card, and directory assistance charges originating or terminating to telephone numbers established on SimpliVoice LD. No other charges, including taxes, will be eligible in attaining the commitment. If the total monthly usage does not meet the minimum volume commitment level, the Customer will be billed an amount that will meet the minimum volume commitment level. The amount will appear as a separate line item on the customer's bill and will be identified as "Volume Level Shortfall Amount." Taxes and surcharges apply to the Volume Level Shortfall Amount. Customers with multiple locations and/or multiple accounts in a group account will be evaluated on an individual account basis.

Issued: July 6, 2006

Effective: July 14, 2006

Issued By: Senior Manager, Regulatory Affairs
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SECTION 3 - DESCRIPTION OF SERVICE (continued)

3.46 SimpliVoice LD (cont'd.)

Discontinuance provisions apply as set forth in Section 2.15.2, except that, in place of the Annual Usage Commitment Level in the Discontinuance Charge calculation, Customers who sign a term agreement will be charged an amount equal to the monthly volume level commitment amount multiplied by the number of months remaining in the term, on a per-location basis. This discontinuance penalty applies at the time of cancellation regardless of amounts paid in excess of previous months' volume level commitment. In addition, the Company will seek repayment of all monthly and non-recurring fees waived through the date of cancellation. In the event the Customer is unable to continue to meet the percentage usage requirements for this product and service are terminated by the Company, no discontinuance charges will be assessed. If customer chooses to transfer service to an alternate product and service is subsequently terminated, Discontinuance Charges will apply under the new product.

One monthly recurring fee will apply for subscription to both long distance and local service; however, the fee can be waived if the customer subscribes to on-line billing through the Company's free eBillMaster billing service.

If a SimpliVoice LD customer cancels local service with the Company, at any time, they will be converted to the Company's EZ LD Switched long distance rates.

Issued: July 6, 2006

Effective: July 14, 2006

Issued By: Senior Manager, Regulatory Affairs
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SECTION 3 - DESCRIPTION OF SERVICE (continued)

3.47 T_5000 LD Plan

The T_5000 LD Plan is a long distance service plan available to business customers in those areas where the Company has facilities. The Plan provides Customers up to 5000 minutes per month of outbound and inbound usage for domestic long distance per qualified local T-1. Customers must be subscribed to one of the following products in order to have a qualified T-1: TPAC, Simplici-T, Simplici-T 3.0, Simplici-T Plus, Simpli-Business, IVP, DVP, DUNE, Unity, and Integrated T. This product is available to Customers purchasing new local T-1 products and existing Customers who are re-terming services, within the Company's re-term guidelines.

The long distance rates are based on flat rates and duration of the call as set forth in the Rates Section of this tariff. Calls are billed in six (6) second increments following an initial billing period of eighteen (18) seconds. Intrastate service is offered in conjunction with interstate service. T_5000 LD Plan allows for 5000 minutes per month of outbound and inbound usage for domestic long distance per qualified local T-1. The free 5000 minutes are applied at the account level, which allows for customers with multiple T-1's or ancillary local lines to share the packaged minutes across the account. Customers who have multiple locations with the product cannot share the 5000 minutes across all lines unless all locations are loaded in a single account. Unused free minutes do not carry-over to the next month. Additional minutes used will carry a separate charge per minute as set forth in 4.45.3 of this tariff.

Interstate, Intrastate, Inbound, and Outbound domestic minutes qualify for the free minute application. The applicable rates per minute, as set forth in the Rates Section of this tariff, do not apply to Calling Card, International, Directory Assistance, and Operator Services minutes. These calls carry a separate rate per minute.

If at any time, a T_5000 customer does not have an activated, qualified T-1 product, they will automatically be converted to the per minute rates in excess of 5000 minutes. The rates in excess of 5000 minutes are located in 4.45.3 of this tariff.

Issued: July 6, 2006

Effective: July 14, 2006

Issued By: Senior Manager, Regulatory Affairs
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SECTION 4 - RATES AND CHARGES

4.1 Unison Option A

4.1.1 Switched/800 Rates

Base Rate (No Term)	1 Year Term (10%)	2 Year Term (14%)	3 Year Term (18%)
0.1313	0.1181	0.1129	0.1076

4.1.2 Toll Free PIN-Connect

Base Rate (No Term)	1 Year Term (10%)	2 Year Term (14%)	3 Year Term (18%)
0.150	0.1350	0.1290	0.1230

4.1.3 Card Rates

Base Rate (No Term)	1 Year Term (10%)	2 Year Term (14%)	3 Year Term (18%)
0.3045	0.2741	0.2619	0.2497

4.1.4 Monthly Recurring Charge: \$3.00 per toll free number
\$7.50 with additional Toll Free PIN Connect feature

4.1.5 PIN-Connect Custom Reports: \$25.00 per request

4.1.6 Dedicated Rates

Base Rate (No Term)	1 Year Term (10%)	2 Year Term (14%)	3 Year Term (18%)
0.0914	0.0822	0.0786	0.0749

4.1.7 Monthly Recurring Charge: \$3.00 per toll free number

SECTION 4 - RATES AND CHARGES, (CONT'D.)

4.2 Unison Select Dedicated Option 1

4.2.1 Dedicated Rates

Base Rate (No Term)	1 Year Term (16%)	2 Year Term (20%)	3 Year Term (24%)
0.0893	0.0750	0.0714	0.0678

4.2.2 Card Rates

Base Rate (No Term)	1 Year Term (16%)	2 Year Term (20%)	3 Year Term (24%)
0.3045	0.2558	0.2436	0.2314

4.2.3 Monthly Recurring Charge: \$3.00 per Toll Free number

4.3 Unison Select Dedicated Option 2

4.3.1 Dedicated Rates

Base Rate (No Term)	1 Year Term (18%)	2 Year Term (22%)	3 Year Term (26%)
0.0924	0.0758	0.0721	0.0684

4.3.2 Card Rates

Base Rate (No Term)	1 Year Term (18%)	2 Year Term (22%)	3 Year Term (26%)
0.3045	0.2497	0.2375	0.2253

4.3.3 Monthly Recurring Charge: \$3.00 per Toll Free number

Issued: July 6, 2006

Effective: July 14, 2006

Issued By: Senior Manager, Regulatory Affairs
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SECTION 4 - RATES AND CHARGES (continued)

4.4 Unison Select Dedicated Option 3

4.4.1 Dedicated Rates

Base Rate (No Term)	1 Year Term (20%)	2 Year Term (24%)	3 Year Term (28%)
0.0893	0.0714	0.0678	0.0643

4.4.2 Card Rates

Base Rate (No Term)	1 Year Term (20%)	2 Year Term (24%)	3 Year Term (28%)
0.3045	0.2436	0.2314	0.2192

4.4.3 Monthly Recurring Charge: \$3.00 per Toll Free number

Issued: July 6, 2006

Effective: July 14, 2006

Issued By: Senior Manager, Regulatory Affairs
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SECTION 4 - RATES AND CHARGES (continued)

4.5 Unison Select Option 4

4.5.1 Switched Rates

Base Rate (No Term)	1 Year Term (16%)	2 Year Term (20%)	3 Year Term (24%)
0.1208	0.1014	0.0966	0.0918

4.5.2 Toll Free PIN-Connect

Base Rate (No Term)	1 Year Term (16%)	2 Year Term (20%)	3 Year Term (24%)
0.150	0.1260	0.1200	0.1140

4.5.3 Card Rates

Base Rate (No Term)	1 Year Term (16%)	2 Year Term (20%)	3 Year Term (24%)
0.3045	0.2558	0.2436	0.2314

4.5.4 Monthly Recurring Charge: \$3.00 per toll free number
\$7.50 with additional Toll Free PIN Connect feature

4.5.5 PIN-Connect Custom Reports: \$25.00 per request

SECTION 4 - RATES AND CHARGES (continued)

4.6 Unison Select Option 5

4.6.1 Switched Rates

Base Rate (No Term)	1 Year Term (18%)	2 Year Term (22%)	3 Year Term (26%)
0.1208	0.0990	0.0942	0.0894

4.6.2 Toll Free PIN-Connect

Base Rate (No Term)	1 Year Term (18%)	2 Year Term (22%)	3 Year Term (26%)
0.150	0.1230	0.1170	0.1110

4.6.3 Card Rates

Base Rate (No Term)	1 Year Term (18%)	2 Year Term (22%)	3 Year Term (26%)
0.3045	0.2497	0.2375	0.2253

4.6.4 Monthly Recurring Charge: \$3.00 per toll free number
\$7.50 with additional Toll Free PIN Connect feature

4.6.5 PIN-Connect Custom Reports: \$25.00 per request

Issued: July 6, 2006

Effective: July 14, 2006

Issued By: Senior Manager, Regulatory Affairs
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SECTION 4 - RATES AND CHARGES (continued)

4.7 Quest Option A

4.7.1 Switched Rates (Inbound/Outbound)

No Term	12 Month Term	24 Month Term	36 Month Term
0.128	0.121	0.119	0.115

4.7.2 Card Rates

No Term	12 Month Term	24 Month Term	36 Month Term
0.228	0.216	0.212	0.205

4.7.3 Dedicated Rates (Inbound/Outbound)

No Term	12 Month Term	24 Month Term	36 Month Term
0.088	0.084	0.082	0.079

4.7.4 Dedicated Card Rates

No Term	12 Month Term	24 Month Term	36 Month Term
0.220	0.209	0.205	0.198

4.7.4 Monthly Recurring Charge: \$3.00 per toll free number

4.7.5 Calling Card Surcharge: \$0.40

SECTION 4 - RATES AND CHARGES (continued)

4.8 DeltaCom Private Line

4.8.1 Charges between and/or among the Company’s Points of Presence (POP)

Monthly recurring and installation charge:

	Monthly	Per Installation Mile
DS3 44.736	ICB	ICB
DS1 1.544 Mbps	\$12.00	\$250.00
DS0 2.4 Kbps-19.2 Kbps	\$0.70	\$150.00
DDS 2.4 Kbps -	\$0.70	\$150.00

* Computing airline mileage is described in Section 3 of this Tariff.

4.8.2 Charges for Local Access

Usage Charge	**
Installation Fee	**
Monthly Recurring Fee	**

** In addition to all other rates prescribed in 4.8.1, the subscriber shall reimburse the Company for all local channel charges imposed by a local exchange carrier(s) for provision of the originating or terminating access channel and any other service or facility not provided by the Company.

SECTION 4 - RATES AND CHARGES (continued)

4.9 Operator Services

The following rate table reflects the standard rates that the Company charges for calls made between two points within South Carolina.

4.9.1 Intrastate Rate Table

Mileage Range	DAY		Evening		Night	
	First Minute	Add'l Minute	First Minute	Add'l Minute	First Minute	Add'l Minute
1-10	0.150	0.130	0.130	0.130	0.120	0.120
11-16	0.170	0.110	0.140	0.140	0.130	0.130
17-22	0.180	0.180	0.160	0.160	0.130	0.130
23-30	0.220	0.220	0.170	0.170	0.150	0.150
31-55	0.250	0.250	0.180	0.180	0.170	0.170
56-70	0.280	0.280	0.190	0.190	0.180	0.180
71-124	0.300	0.300	0.210	0.210	0.190	0.190
125 +	0.300	0.300	0.230	0.230	0.200	0.200

4.9.2 Operator services from customer owned, coin operated telephones

For operator-assisted calls from customer owned, coin operated telephones, the usage per call charges in Section 4.9.1, Intrastate Rate Table apply. In addition, a set use feed of \$0.25 per call may be applied.

Issued: July 6, 2006

Effective: July 14, 2006

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SECTION 4 - RATES AND CHARGES (continued)

4.9 Operator Services

4.9.3 Operator Services Surcharges

The following service charges shall be in addition to the intrastate rates listed in the table in Section 4.9.1.

Type of Service	Charge Per Call	
	<u>Billed to Calling Card</u>	<u>All Other Calls</u>
Customer Dialed Calling Card Station		
Customer Dialed, Automated	\$1.20	\$1.50
Customer Dialed, Operator Assisted	\$2.25	\$2.25
Customer Dialed, Operator Must Assist	\$1.20	\$1.50
Operator Dialed Calling Card Station	\$2.25	\$2.25
Operator Station*		
Collect, Automated		\$2.25
Collect, Operator Assisted		\$2.25
Billed to a Third Party, Automated		\$2.35
Billed to a Third Party, Operator Assisted		\$2.35
Sent Paid - Non Coin		\$2.30
Sent Paid Coin		\$2.05
Person-to-Person	\$4.90	\$4.90
Operator Dialed (00- or 10XXX +0-) Surcharge		\$1.50
Property Imposed Fee		\$1.00

* Includes Real Time Rated Calls

Issued: July 6, 2006

Effective: July 14, 2006

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SECTION 4 - RATES AND CHARGES (continued)

4.10 Aspect Option D

4.10.1 Switched Rates (Inbound/Outbound)

Base Rate (No Term)	1 Year Term	2 Year Term	3 Year Term
0.1523	0.1449	0.1418	0.1376

4.10.2 Card Rates

Base Rate (No Term)	12 Month Term	24 Month Term	36 Month Term
0.2394	0.2268	0.2226	0.2153

4.10.3 Monthly Recurring Charge: \$3.00 per 800 number

4.10.4 Calling Card Surcharge: \$0.42

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SECTION 4 - RATES AND CHARGES (continued)

4.11 Special Offerings

4.11.1 City of Greenville Special Offering

Intrastate Dedicated	0.680
Intrastate Switched	0.960
Calling Card	0.228

4.12 Inbound 800 Service Features

4.12.1 Directory Listing

Monthly Recurring Charge	Installation Charge
0.00	0.00

4.12.2 Toll-Free Pin Connect

Monthly Recurring Charge	Installation Charge
7.50	0.00

SECTION 4 - RATES AND CHARGES (continued)

4.13 Enhanced Toll Free Services

4.13.1 Enhanced Toll Free Routing Package

	Monthly Recurring Charge	Installation Charge	Change Charge
Enhanced Toll Free Routing Package	50.00	50.00	25.00
Time of Day Routing	20.00	50.00	25.00
Day of Week Routing	20.00	50.00	25.00
Holiday Routing	20.00	50.00	25.00
Point of Origination Routing	20.00	50.00	25.00
Toll Free Blocking	20.00	50.00	25.00
Percent Allocation	20.00	50.00	25.00

4.13.2 Toll Free with Call Completion

Monthly Recurring Charge	Installation Charge	Customized Announcement Creation	Change Charge
25.00	100.00	100.00	25.00

4.13.3 Toll Free with Route Advance

Monthly Recurring Charge	Installation Charge	Change Charge
10.00	50.00	25.00

4.13.4 Toll Free with DNIS Delivery

Installation Charge	Change Charge
100.00	25.00

SECTION 4 - RATES AND CHARGES (continued)

4.13 Enhanced Toll Free Services (cont'd.)

4.13.5 Toll free with Real Time ANI Delivery

Usage Charge	Change Charge
0.01/call delivered	25.00

4.13.6 Toll free with Menu-Prompted Routing

Monthly Recurring Charge	Installation Charge	Change Charge
200.00	500.00	200.00

4.14 Directory Assistance Services

4.14.1 Directory Assistance

Each Call \$1.00

4.14.2 Directory Assistance Call Completion

(A) Per Call Completion Rate \$0.45

(B) Usage Charges:
The per minute rate shall be the per minute rate of the 1 + plan that the Customer is subscribed to or enrolled in at the time of the call.

Issued: July 6, 2006

Effective: July 14, 2006

Issued By: Senior Manager, Regulatory Affairs
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SECTION 4 - RATES AND CHARGES (continued)

4.15 Patron

4.15.1 Switched/800 Rates

Volume	Rate	3% Discount to Extend Term
\$0 - \$1,500	0.1155	0.1120

4.15.2 Card Rates

	Rate	3% Discount to Extend Term
	0.2048	0.1986

4.15.3 Monthly Recurring Charge: \$3.00 per toll free number

4.15.4 Calling Card Surcharge: \$0.42

4.15.5 Dedicated Rates

Volume	Rate	3% Discount to Extend Term
\$2,500 - \$5,000	0.0788	0.0764
\$5,001 +	0.0788	0.0764

4.15.6 Dedicated Card Rates

	Rate	3% Discount to Extend Term
	0.1995	0.1943

4.15.7 Dedicated Monthly Recurring Charge: \$3.00 per toll free number

4.15.8 Dedicated Calling Card Surcharge: \$0.42

Issued: July 6, 2006

Effective: July 14, 2006

Issued By: Senior Manager, Regulatory Affairs
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SECTION 4 - RATES AND CHARGES (continued)

4.16 Dedicated Frame Relay Service II

	Monthly Recurring Charge for UNI	Installation Charge
56/64 Kbps port with 1 PVC (minimum 8 CIR required)	135.00	150.00
128 Kbps port with 1 PVC (minimum 16 CIR required)	245.00	150.00
256 Kbps port with 1 PVC (minimum 32 CIR required)	340.00	150.00
384 Kbps port with 1 PVC (minimum 48 CIR required)	435.00	150.00
512 Kbps port with 1 PVC (minimum 64 CIR required)	635.00	150.00
768 Kbps port with 1 PVC (minimum 112 CIR required)	755.00	150.00
1.02 Mbps port with 1 PVC (minimum 128 CIR required)	1060.00	150.00
1.54 Mbps port with 1 PVC (minimum 192 CIR required)	1360.00	150.00
Each additional CIR	1.25	---
Each additional PVC	10.00	---
LEC loop to POP	Actual LEC Cost	Actual LEC Cost
Feature change charge (each, after first installation)	---	\$25.00

Issued: July 6, 2006

Effective: July 14, 2006

Issued By:

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DeltaCom, Inc.
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